

Teligent Services, Inc.

Local Exchange

TELIGENT SERVICES, INC.

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO
BUSINESS END USERS
FOR BASIC LOCAL TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 06 2000

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION
Effective: July 6, 2000

Issued: June 6, 2000

Issued By:
Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

Business Customer Local Exchange Services Tariff

ALL MATERIAL IN THIS TARIFF IS NEW.

CHECK SHEET

Pages 1 through 76, inclusive of this Tariff are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

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MAR 27 2001

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V.P., Regulatory Affairs and Public Policy
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TARIFF FORMAT SHEET

1. Page Numbering – Page Numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
2. Page Revision Numbers – Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Service Commission of Kentucky. For example, the Fourth Revised Page No. 34 cancels the Third Revised Page No. 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. Customers should consult with the Check Sheet for the page currently in effect.
3. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

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 - 1.1.1.A.1.(a)
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4. Check Sheet of Effective Pages – When a tariff filing is made with the Public Service Commission of Kentucky, an updated Check Sheet of Effective Pages (“Check Sheet”) will accompany the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the new page revision. An asterisk (*) designates all revisions made in a given filing. There will be no other symbols used on the Check Sheet if these are the only changes made to it (i.e., the format, etc.). Customers should refer to the latest Check Sheet to find out if a particular page is the most current page on file with the Commission.
5. Symbols Used in this Tariff
 - (C) To signify a changed listing, rule, or condition which may affect rates or charges.
 - (D) To signify discontinued material, including listing, rate, rule, or condition.
 - (I) To signify a rate increase.
 - (L) To signify material relocated from or to another part of the tariff with no change in text, rate, rule, or condition.
 - (N) To signify new material including listing, rate, rule, or condition.
 - (R) To signify a rate reduction.
 - (T) To signify a change in wording of text, but no change in rate, rule, or condition.

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 Teligent Services, Inc.
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Business Customer Local Exchange Services Tariff

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, and terms and conditions of Teligent, Inc. applicable to the furnishing of communications services within the Commonwealth of Kentucky. The offerings, rates, and terms and conditions contained herein as subject to the jurisdiction of the Kentucky Public Service Commission.

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Business Customer Local Exchange Services Tariff

SECTION 1 - DEFINITIONS

Access Arrangement – Any equipment or access facility necessary to connect the Customer's voice/data/video equipment to a Teligent Point-of-Presence for transmission purposes.

Account – Either a Customer's physical location or individual service represented by a unique account number within the Billing Hierarchy. Multiple Services, each with a unique account number, may be part of one physical location.

Accounting Code – A multi-digit code that enables a Customer to allocate charges to its internal accounts.

Application for Service – The Teligent order process that includes technical, billing, and other descriptive information provided by the Customer that allows Teligent to provide requested communications services for the Customer and Customer's Authorized Users. Upon acceptance by Teligent, the Application for Service becomes a binding contract between the Customer and Teligent for the provision and acceptance of services.

Authorization Code – A multi-digit code that enables a Customer to access Teligent's network and enables Teligent to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User – A person, firm, or corporation, who is authorized by the Customer to be connected to the service of the Customer.

Automatic Number Identification (ANI) – The calling telephone number identification that is forwarded to Teligent's network by the Local Exchange (LEC) as a call is placed. ANI is provided by the LEC only when Feature Group B direct or Feature Group D interconnections are used to gain access to Teligent's telecommunications service.

"B" Channels – The 64 kbps channels on a SmartWave PRI circuit that are available for Customer information.

Bandwidth – The information-carrying capability of a channel. Analog transmission usually is expressed in kHz or MHz and digital transmission in Kbps and Mbps.

Billing Hierarchy – Allows Customers to combine multiple accounts and Services into a single billing structure. Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Customer may specify where the invoices are to be sent and who is to receive them. The Customer can select the data format for their invoice and call detail, microfiche, or magnetic tape.

BIT – An abbreviation of binary digit that is the smallest unit of information in a binary notation system.

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Business Hours – The phrase “business hours” means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday, excluding holidays.

Business Office – The phrase “business office” means the primary location where the business operations of Teligent are performed and where a copy of Teligent’s tariff is made available for public inspection. The address of the business office is 8065 Leesburg Pike, Suite 400, Vienna, Virginia 22182.

Called Station – The terminating point of a call (i.e., the called number).

Calling Station – The originating point of a call (i.e., the calling number).

Calling Area – A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier – The term “carrier” means Teligent Services, Inc.

Carrier Identification Code (CIC) – A number assigned to any entity purchasing Feature Group B and/or D services. These codes are used with Feature Group B access as 950-CCCC, where CCCC equals the Carrier Identification Code, and casual calling with 1010CCC.

Central Office – A Local Exchange Carrier’s office where a Customer’s lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

Channel or Circuit – A path for electrical or radio frequency transmission between two or more points having a bandwidth and termination of the Customer’s own choosing.

Commission – Kentucky Public Service Commission

Company – The term “Company” means Teligent Services, Inc.

Customer – Teligent’s customer is the person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this tariff. Teligent’s customer may be a tenant in a building and/or the building manager/owner of a building, each treated separately from the other.

Customer-Provided Equipment – Telecommunications equipment provided by a Customer used to originate calls using Teligent’s service located at the originating location.

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"D" Channel – The 64 kbps channel on a SmartWave PRI circuit that is reserved for call control and signaling of the "B" channels.

Day – The term "day" means 8:00 A.M. to, but not including 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

Dedicated Access Line (DAL) – A dedicated communications channel that terminated on a general access port provided by Teligent and has the capacity of a voice grade circuit.

Delinquent or Delinquency – An account for which payment has not been made in full on or before the last day for timely payment.

Dialed Number Identification Service (DNIS) – Designates the digits to be outpulsed for each toll-free number terminating to a dedicated access facility. DNIS allows a Customer to receive calls to multiple toll free numbers on the same dedicated access facility.

Digital Transmission – Information transmitted in the form of digitally encoded signals.

Direct Dialed Call – A call requiring no operator assistance.

e.magine – Teligent's electronic billing system

Entrance Facility – The physical circuit arrangement that connects an Entrance Site to a Teligent Point-of-Presence.

Entrance Site – A location of Teligent's transmission facilities from which Services can be provided for a Customer to any other Entrance Site or Point-of-Presence.

Evening – The term "evening" means 5:00 P.M. to, but not including, 11:00 P.M. local time at the originating city, Sunday through Friday and all Company specific holidays, except when a lower rate would apply.

Exchange Area – A geographically defined area wherein the telephone industry, through the use of maps or legal descriptions, sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

Exemption Certification – A written notification provided by the Customer certifying that the Customer's dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Teligent's service with the local exchange network, or (b) the facility is associated with a Switched Access service that is subject to Carrier Common Line Charges.

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Facility (or Facilities) – Any item or items of communications plant or equipment used to provide or connect to Teligent Services.

FCC – Federal Communications Commission

Hierarchy – See “Billing Hierarchy”

Incomplete Call – Any call where voice transmission between the calling and the called station is not established (i.e., busy, no answer, etc.).

Integrated Services Digital Network (ISDN) – A dedicated or switched (where available) originating and terminating service providing end-to-end digital connection for the simultaneous transmission of voice, data, video, imaging, fax, and other communications services over multiple channels which have been combined to provide a single transmission path.

Interexchange Carrier (IXC) – A common carrier that provides long distance domestic and international communications services to the public.

Invoice Point – A level in the Billing Hierarchy at which accounts are grouped together (aggregated) for the purpose of billing the Customer.

KiloBits Per Second (Kbps) – The number of one thousand bits transmitted in a one-second interval.

Local Access Facility – The channel provided by the local telephone company (or other local service provider) to connect the Point-of-Presence to a Customer's location.

Local Access Transport Area (LATA) – The phrase “Local Access Transport Area” means a geographical area established by the U.S. District Court for the District of Columbia in United States v. Western Electric Co., Inc., 552 F.Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

Local Exchange Company (LEC) – A company that furnishes local exchange telephone services.

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Location – A physical premises to or from which Teligent provides service. In instances where a Customer obtains service from Teligent at multiple locations, each of these locations will be designated as either “associated” or “non-associated.” An “associated” location is a location that a Customer owns or leases, or that is occupied by a business enterprise in which the Customer has an equity interest of twenty (20) percent or more, or which is occupied by a franchisee of the Customer. All locations other than “associated” locations will be considered “non-associated.”

Mega Bits Per Second (Mbps) – The number of one million bits transmitted in a one-second interval.

Minimum Annual or Monthly Commitment (MAC or MMC) – The amount of service that the Customer commits to purchase during each year or each month of a promotional or discount pricing offering. The Customer’s MAC/MMC includes charges for all Services identified in the Customer’s agreement as contributory, after all applicable discounts. The MAC/MMC does not include non-usage charges, such as taxes, interest, surcharges, access facilities charges, and other charges associated with access, fixed recurring charges, installation charges, and other non-recurring charges. If the Customer fails to satisfy the MAC/MMC, the Customer shall pay to Teligent, in addition to all other charges, the difference between the MAC/MMC and the Customer’s actual charges for such services for each year or month in which the Customer does not achieve the MAC/MMC.

NXX – The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Night/Weekend – The words “night/weekend” mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday, except from 5:00 P.M. and before 8:00 A.M. Monday through Friday, all day Saturday, Sunday, and on holidays.

Non-Business Hours – The phrase “Non-Business Hours” means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and holidays.

Normal Work Hours – The time after 8:00 A.M. and before 5:00 P.M. Monday through Friday, excluding Teligent-observed holidays.

North American Dialing Plan (NADP) – The method of identifying calls in the public network of North America, called World Numbering Zone 1. The calls are identified by their NPA (area code) – NXX (exchange) – XXXX (station number) format.

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NPA – An area code, otherwise called Numbering Plan Area.

Off-Network Access Line (Off-Net) – A facility leased by Teligent and used in common by Customers to enter or exit the Teligent system. Off-Net is also known as switched service.

On-Network Access Line (On-Net) – A facility that connects a Customer's location directly to the Teligent network for entrance or exit. On-Net is also known as dedication service.

Other Common Carrier (OCC) – The term "other common carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

Permanent Virtual Circuit (PVC) – A virtual point-to-point (non-switched) logical link between two specific end-points over which packet (frames) data can be transmitted according to defined service characteristics.

Point-of-Presence – Teligent's physical presence where Teligent maintains intercity communications channels and local distribution facilities for the purpose of providing its Services.

Premises – A building or buildings on contiguous property (except railroad rights-of-way, etc.).

PRI Group – The number of "B" channels that are controlled by a primary "D" channel

Primary "D" Channel – The main "D" channel in a PRI group that controls the signaling for all the "B" channels in the PRI group.

Primary Interexchange Carrier (PIC) – The interexchange carrier to which a switched access lines is presubscribed.

RF – Radio Frequency

Regular Billing – A standard bill sent in the normal monthly Teligent billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

Residential Service – The phrase "residential service" means telecommunications services used primarily as non-business service.

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Resp Org (Responsible Organization) – The entity responsible for managing and administering a Customer's toll free records in the 800 Service Management System (SMS/800). The SMS/800 recognizes one Resp Org for each toll free number.

Services – Teligent's regulated common carrier communications service provided under this tariff.

800 Service Management System (SMS/800) – The centralized operations support system used to create and update toll-free records that are then downloaded to Service Control Point ("SCPs") for processing toll-free service calls. The system is used by Resp Org to manage and administer toll-free records.

Subscriber – The term "Customer" is synonymous with the term "Subscriber."

Switch – The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.

Teligent Access Site – The term "Teligent Access Site ("TAS)" refers to a customer building where a Teligent antenna is located.

Teligent Central Office (TCO) – Teligent Switching Center

Teligent "Like" Services – The phrase Teligent "Like" Services means a service that Teligent offers, although its name may be different, that is comparable to a service provided by another telecommunications service provider

Tier-1 Interexchange Carrier – The term "Tier-1 IXC" means either AT&T, MCI/Worldcom, and/or Sprint

Timely Payment – A payment on a Customer's account made on or before the due date.

T-1 – A 1.544 Mbps digital transmission system equivalent to 24 voice frequency circuits/channels.

Underlying Carrier – A provider of interstate telecommunications services from whom Teligent acquires services that it resells to Customers.

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SECTION 2 - RULES AND REGULATIONS2.1. Undertaking of Teligent

- 2.1.1. Teligent undertakes to provide telecommunications services within the State of Kentucky on the terms and conditions and at the rates and charges specified herein.
- 2.1.2. Teligent installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the Teligent network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3. Teligent's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2. Use of Service

- 2.2.1. Services provided under this tariff may be used only for the transmission of communications in a manner consistent with the terms of this tariff and regulations of the Commission.
- 2.2.2. Services provided under this tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

2.3. Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff. The obligation of Teligent to provide service is dependant upon its ability to procure, construct, and maintain facilities that are required to meet the customer's order for service. Teligent's provision of service through its own facilities requires the use of microwave transmit/receive equipment that must be located on the rooftop of the customer's premises, referred to as a TAS. Teligent's microwave equipment, referred to as a TN, requires an unobstructed line-of-sight to a point of interconnection with Teligent's network at a Teligent base station or node. Teligent's equipment cannot be installed on the rooftop without the consent of the building owner and/or property manager(s). In addition, Teligent's equipment cannot be installed without access to the building's telephone closet(s), which may not be under the control of the customer or Teligent. Therefore, Teligent's facilities-based services are limited to the availability of rooftop access, an unobstructed line-of-sight to a point of interconnection, and telephone closet access. Teligent will make all reasonable efforts to secure the necessary facilities.

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By Stephan D. Bell
SECRETARY OF THE COMMISSION

Business Customer Local Exchange Services Tariff

- 2.3.2 Teligent reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Teligent, when necessary because of lack of facilities, relevant resources, or due to causes beyond Teligent's control. In addition, Teligent reserves the right to discontinue service when the Customer is using the service in violation of law or the provisions of this tariff.
- 2.3.3. Teligent does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- 2.3.4. Teligent reserves the right to refuse service to Customers due to insufficient or invalid charging information.
- 2.3.5. Teligent may block calls that are made to certain cities, or central office exchanges, or use certain authorization codes as Teligent, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of service.
- 2.3.6. Teligent will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. Teligent may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Teligent shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, Teligent will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience. When Teligent is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of the Customer's service.

[SECTION 2.4 NOW STARTS ON PAGE 18.]

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PUBLIC SERVICE COMMISSION
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Terri B. Natoli
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Business Customer Local Exchange Services Tariff

2.4 Liabilities of Teligent

- 2.4.1. UNLESS TELIGENT'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE IS ESTABLISHED IN A JUDICIAL OR ADMINISTRATIVE PROCEEDING, TELIGENT'S LIABILITY ARISING OUT OF EVENTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, FAILURES, OR DEFECTS PRIOR TO THE ACTIVATION OF SERVICE SHALL NOT EXCEED THE APPLICABLE INSTALLATION CHARGE, IF ANY. NO OTHER LIABILITY SHALL ATTACH TO TELIGENT AND CUSTOMER SHALL HAVE NO OTHER RIGHTS OR REMEDIES. UPON ACTIVATION OF SERVICE, UNLESS TELIGENT'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE IS ESTABLISHED IN A JUDICIAL OR ADMINISTRATIVE PROCEEDING, TELIGENT'S LIABILITY, IF ANY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, FAILURES OR DEFECTS IN THE INSTALLATION, PROVISION, TRANSFER, TERMINATION, MAINTENANCE, REPAIR, OR RESTORATION OCCURRING IN THE COURSE OF FURNISHING SERVICE, CHANNELS OR OTHER FACILITIES SHALL NOT EXCEED THE PROPORTIONATE CHARGE TO THE CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS OCCUR. FOR THE PURPOSE OF COMPUTING SUCH AMOUNT, A MONTH IS CONSIDERED TO HAVE THIRTY (30) DAYS. NO OTHER LIABILITY SHALL ATTACH TO TELIGENT AND CUSTOMER SHALL HAVE NO OTHER RIGHTS OR REMEDIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TELIGENT, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, FIRM OR ENTITY FOR ANY DIRECT, INDIRECT, ACTUAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, RELIANCE, PUNITIVE, SPECIAL OR OTHER DAMAGES OR FOR LOST PROFITS FOR ANY REASON WHATSOEVER SUFFERED IN CONNECTION WITH, ARISING FROM, OR RELATED TO EVENTS, DEFECTS, MISTAKES, ACTS, OMISSIONS, RIGHTS, PRIVILEGES, OR SERVICES CONTEMPLATED IN THIS TARIFF OR FOR A SERVICE OUTAGE, INTERRUPTION, FAILURE, ERROR, INSTALLATION, ACTIVATION, TERMINATION, DELAY, OR TRANSFER, WHETHER A CLAIM FOR SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, MISREPRESENTATION, FRAUD, OR ANY OTHER THEORY OR CAUSE OF ACTION REGARDLESS OF WHETHER TELIGENT HAD BEEN ADVISED OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES.
- 2.4.2. Teligent shall not be liable for any claims for loss or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by any other party; (iii) any act or omission of any other party; or (iv) equipment, facility or service furnished by a third party; (v) any intentional, wrongful act of an employee when such act is not within the scope of the employee's responsibilities for Teligent and/or is not authorized by Teligent; and (vi) any representations made by employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

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SECTION 9(1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

Business Customer Local Exchange Services Tariff

- 2.4.3. When the facilities of other carriers are used in establishing connections, Teligent shall not be liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless Teligent from any third-party claims for such damages.
- 2.4.4. Teligent does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Teligent harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.4.5. Teligent is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus and associated wiring furnished by Teligent on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Teligent negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Teligent without written authorization. The Customer will indemnify and save harmless Teligent from any claims of the owner of the Customer's premises or other third party claims for such damages.
- 2.4.6. Teligent and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, labor dispute, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party. With respect to the services, materials and equipment provided hereunder, Teligent hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

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8065 Leesburg Pike, Suite 400
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Business Customer Local Exchange Services Tariff

- 2.4.7. Teligent is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Teligent network. Teligent may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, Teligent does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities. In no event shall Teligent be liable for protection of Customer's transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedure or information through accident, fraudulent means or devices or any other method. (C)
- 2.4.8. Teligent shall not be liable for the interception or breach in privacy or security of any service or communication provided under this Tariff or over Teligent's facilities.
- 2.4.9. Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Teligent facility that provides interconnection. Teligent shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.
- 2.4.10. Teligent will not be responsible if any changes in its service cause hardware or software not provided by Teligent to become obsolete, require modification or alteration, or otherwise affect the performance of such hardware or software. (C)

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V.P., Regulatory Affairs and Public Policy

Teligent Services, Inc.

8065 Leesburg Pike, Suite 400

Vienna, Virginia 22182

Business Customer Local Exchange Services Tariff

2.5. Responsibilities of the Customer

- 2.5.1. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment or communications systems with Teligent's facilities or services. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Teligent, except upon the written consent of Teligent. The equipment Teligent provides or installs at the Customer premises for use in connection with the service that Teligent offers shall not be used for any purpose other than for which it was provided.

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(M) = Material relocated from Original Page No. 19.

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Teligent Services, Inc.
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Business Customer Local Exchange Services Tariff

- 2.5.2. The Customer shall ensure that the equipment and/or system is properly interfaced with Teligent's facilities or services; that the signals emitted into Teligent's network are of the proper mode, bandwidth, power, signal level or other technical parameters for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel or degrade service to other Customers. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Teligent will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.3. If the Customer fails to maintain the equipment and/or system properly, with resulting imminent harm to Teligent's personnel or the quality of service to other Customers, Teligent may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Teligent may, upon written notice, terminate the Customer's service.
- 2.5.4. The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Teligent's service. The Customer shall be responsible for payment of all applicable charges for services provided by Teligent and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.
- 2.5.5. Teligent shall be indemnified and held harmless by the Customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Teligent's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Teligent's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with Teligent's service. The Customer shall be liable for:
- 2.5.5.A. Loss due to theft, fire, flood, or other destruction of Teligent's equipment or facilities on the Customer's premises.
- 2.5.5.B. Reimbursing Teligent for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.
- 2.5.5.C. Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless Teligent specifically authorizes said visit or repairs in advance of the occurrence and Teligent agrees in advance to accept the liability for said repairs or visit.

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Business Customer Local Exchange Services Tariff

- 2.5.5.D Payment for all Teligent service charges incurred through usage or direct action on the part of the Customer.
- 2.5.6 The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive Teligent's services. If the verification (i.e., a letter of authorization) cannot be produced within 5 (five)-calendar days of the request, the presubscription of the Customer's locations are considered unauthorized.
- 2.5.7 The Customer shall not use the Teligent name, logo or trademark in any promotional materials, contracts, tariffs, service bills, etc., without expressed written authorization from Teligent. The Customer shall not use the Teligent name, logo or trademark in any pre-sale activities. The Customer is prohibited from using Teligent's name or trademark on any of the Customer's products or services.
- 2.5.8 In instances where Teligent is connecting its service to the Customer's own customer-provided communications system or equipment or to any service or equipment provided by others, the Customer must ensure that the equipment or system must provide answer supervision upon the delivery of the call to the switching equipment or to the equipment connected to the communications system. When service is directly connected to a communications system at a Customer's premises, answer supervision must be provided when the call terminates in or passes through the first Customer premise equipment on that communications system, such as but not limited to when a call is (1) answered by a local station; (2) answered by an attendant; (3) routed to a recorded announcement; or (4) routed elsewhere by the switching system.
- 2.5.9 The software used to provide Teligent's services is proprietary and the Customer shall protect such software.
- 2.5.10 The Customer may not assign or transfer any of its rights or services ordered without the prior written consent of Teligent. Teligent may assign any service orders to its parent company or any affiliate. Teligent will notify Customers of any such assignment.
- 2.5.11 Except for the gross negligence or willful misconduct of the premises or property owner, the customer shall not hold or seek to hold the premises or property owner liable for damages arising out of the provision of Teligent services.

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8065 Leesburg Pike, Suite 400

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Business Customer Local Exchange Services Tariff

2.6. Application for Service

- 2.6.1. Applicants wishing to obtain service may apply for service orally with Teligent or pursuant to a completed and signed written service order.
- 2.6.2. An Application for service may be changed by the Customer upon written notice to Teligent, subject to acceptance and confirmation by Teligent, provided that a charge will apply to any change when Teligent receives the request after notification by Teligent of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lessor of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by Teligent in accommodating each change, less net salvage. The costs incurred by Teligent will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.
- 2.6.3. Where the Customer or applicant cancels an Application for service prior to the start of installation of service, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by Teligent shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by Teligent will include the direct and indirect costs of facilities specifically provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort. If Teligent should assume a termination liability or other obligation for an access facility, that liability or obligation shall be the responsibility of the Customer.

2.7. Establishing Credit, Deposits and Advance Payments

- 2.7.1. Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of Teligent may be required to make an advance payment and/or make a deposit to be held as a guarantee of payment of charges at the time of application. Customers qualifying for service reconnection may be exempt from having to make an advance payment and/or a deposit.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

Business Customer Local Exchange Services Tariff

2.7.1.A In order to establish credit, Teligent may require an applicant to demonstrate good paying habits by showing that the applicant:

1. Was a Customer of a Kentucky Utility for at least twelve (12) months within the preceding two (2) years;
2. Does not currently owe any outstanding bills for utility service to a Utility doing business in Kentucky;
3. Did not have service discontinued for nonpayment of a utility bill during the last twelve (12) months that service was provided; and
4. Did not fail, on more than two (2) occasions during the last twelve (12) months that service was provided, to pay a utility bill when it became due.

2.7.1.B In addition to the requirements in 2.7.1.A above, Teligent may require an applicant to satisfy one of the following in order to establish credit:

1. Show that the applicant has been actively engaging in its current business as a proprietorship, partnership, or corporation for a period of at least four (4) years;
2. Show that the applicant has made payment on credit accounts when due; and
3. Determination of credit worthiness shall be based upon information supplied through normal business credit reporting agencies, acceptable current financial statement, or other established accounts maintained in a satisfactory manner.

2.7.1.C The deposit will not exceed an amount equal to:

1. An amount in excess of two (2) consecutive billing periods, or 90 days, whichever is less, or as may be reasonably required by Teligent in cases involving service for short periods or special occasions; or
2. One half (1/2) of the estimated charge for the minimum payment for a service or facility that has a minimum payment period of more than one (1) month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, Teligent shall be entitled to require that such an applicant or Customer pay all its bills in cash or the equivalent of cash.

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Terri B. Natoli
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Teligent Services, Inc.
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BY: Stephan D. Bull
SECRETARY OF THE COMMISSION

Business Customer Local Exchange Services Tariff

- 2.7.2. Service may be discontinued for failure to furnish a suitable deposit, when conditions appear to require the Telephone Company to have such credit protection. If a deposit is requested, the customer may be required to pay the deposit within 10 days after issuance of written notice of termination and requested deposit, or, in lieu of the deposit, the Customer may elect to pay the current usage within 10 days after issuance of written notice of termination and requested deposit.
- 2.7.3. When making applications for service, the applicant may be required to pay at the time the application is accepted, the service connection charge, if applicable, and the first month's charges for exchange service, excluding charges for local messages in excess of the monthly guarantee. This provision will not be applied if a deposit is collected. In all cases, the regular monthly charges for service are payable as specified in this tariff. The provisions of this paragraph affect the initial payment only and not the subsequent billing and collecting practices as elsewhere provided in this tariff.
- 2.7.4. The amount of the advance payment (not including the service connection charge) is credited to the Customer's account and applied against any indebtedness under the contract.
- 2.7.5. An applicant for service, or a present customer, may satisfy a deposit requirement by providing a Contract of Guaranty in an amount not less than the requested deposit, from a present customer acceptable to Teligent. The guaranty contract shall be on a form provided by Teligent which shall include Teligent's right to transfer charges from a defaulted bill to the customer, from whom a deposit or a Contract of Guaranty was required, to the Guarantor's account or accounts and the further right to suspend the Guarantor's service, Payments for Service, of this tariff. Unless otherwise agreed to by the guarantor, the guarantee shall be for the amount of deposit Teligent would normally seek on the applicant's account.
- 2.7.6. The fact that a deposit has been made or a Guaranty provided, shall in no way relieve the Customer from complying with Teligent's regulations as to the prompt payment of bills, nor constitute a waiver or modification of the regular practices of Teligent providing for the temporary suspension of service or the termination of the service contract for nonpayment of bills.
- 2.7.7. When the customer has paid bills for service for 24 billings without having service disconnected for nonpayment of bill and without having more than two occasions in which a bill was delinquent, and when the customer is not delinquent in the payment of the current bills, Teligent shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's bill, or void the contract of guaranty or any related document and return such document(s) to the guarantor.
- 2.7.8. Teligent will keep records of deposits as follows:
1. the name and address of each depositor;
 2. the amount and date of deposit; and
 3. each transaction concerning the deposit.

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Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
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Business Customer Local Exchange Services Tariff

- 2.7.9 Teligent will issue a receipt of deposit to each depositor and will provide an appropriate means to establish claim if the receipt is lost. Teligent will make a reasonable effort to return unclaimed deposits and will retain a record of such deposits for a minimum of four years.
- 2.7.10 If an applicant or customer, seeking to establish or reestablish credit under the provisions of these regulations, is dissatisfied with Teligent's decision regarding establishment of service or disputes a bill, Teligent shall direct its personnel to inform the applicant or customer, of the right to have a supervisor review the decision by contacting Teligent at the address shown below. A complaint may be submitted either verbally or in writing to the following:

Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, VA 22182
1-888-411-1175

- 2.7.11 If an applicant or Customer, seeking to establish or reestablish credit under the provision of this tariff, is dissatisfied with Teligent's decision regarding establishment of service, the applicant or Customer has the option to pursue the matter with the Kentucky Corporation Commission. A complaint may be submitted either verbally or in writing to the following:

Kentucky Public Service Commission
730 Schenkel Lane
Frankfort, KY 40602
(502) 564-3940

PUBLIC SERVICE COMMISSION
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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
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Business Customer Local Exchange Services Tariff

2.8. Payment of Charges

2.8.1 Teligent shall present invoices for recurring charges monthly to the Business Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill. Two methods of providing Business Customers with billing detail and invoices are available. A Business Customer must elect one of the billing methods at the time they sign up for service. Teligent offers the following types of billing methods:

2.8.1.A Electronic Billing – Teligent offers its Business Customers the option to obtain their bills electronically, via the Internet. The electronic bill will contain all required call detail information as required by Commission rules.

1. Business Customers will receive, via electronic mail (Email), a remittance page that will summarize the total charges due, and serve as a reminder that the current month's detailed bill is available for viewing.
2. A Business Customer electing electronic billing will not receive a paper bill. At any time, the Business Customer may call Teligent's Customer Service Department at 1-888-411-1175 to request a paper copy of their bill.
2. Business Customer's wishing to discontinue taking electronic billing shall notify Teligent and Teligent will, without penalty, provide paper billing as set forth below.

2.8.1.B Paper Billing – Business Customer's electing not to receive electronic billing will receive a detailed paper copy of their bill, via United States Postal Service.

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Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
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Business Customer Local Exchange Services Tariff

- 2.8.2. When billing is based on customer usage, charges will be billed monthly for the usage in preceding billing periods. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days. The Customer will be billed for all accrued usage beginning immediately upon access to the service.
- 2.8.3. Bills are due and payable as specified on the bill, the due date will not be less than twenty-one (21) days after the date of the postmark on the bill. The Customer's first bill may be issued up to ninety (90) days after the date of installation.
- 2.8.4. Bills may be paid by mail or in person at the business office of Teligent or an agency authorized to receive such payment. All charges for service are payable only in United States funds. Payment may be made by cash, check, money order, cashier's check, or electronic funds transfer. Customer payments are considered prompt when received by Teligent or its agent by the due date on the bill. If the Customer remits to Teligent on more than one occasion during a twelve (12) month period a check, draft, or other instrument that is dishonored, Teligent may refuse acceptance of future checks and place the Customer on a "cash basis," pursuant to which Teligent has the right to refuse acceptance of anything as payment other than United States currency, United States Postal Service money orders, or cashier's check.
- 2.8.5. If Teligent does not receive any portion of the payment, or if Teligent receives any portion of the payment in funds that are not immediately available, by the due date, then a late payment penalty shall be due to Teligent. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the one and one half percent (1.5%) late charge. Unpaid amounts are subject to a late fee every subsequent due date to the extent the amount remains unpaid. Late payment charges only apply to those charges not previously assessed.
- 2.8.6. Teligent may assess up a ten dollar (\$10.00) charge for each check returned for insufficient funds.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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Business Customer Local Exchange Services Tariff

- 2.8.7. Any disputed charge may be brought to Teligent's attention by verbal or written notification. In the case of a billing dispute between the Customer and Teligent that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The Customer may request an in depth investigation into the disputed amount and a review by a Teligent manager. During the period that the disputed amount is under investigation, but in no event to exceed 60 days, Teligent shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, Teligent may discontinue service. In the event the dispute is not resolved, Teligent shall inform the customer that the customer has the option to pursue the matter with the Commission. If there is still a disagreement after investigation and review by Teligent supervisory personnel, the Customer has the option to pursue the matter with the Commission. A complaint may be submitted either verbally or in writing to the following:

Kentucky Corporation Commission
1500 SW Arrowhead Road
Topeka, Kentucky 66604-4027
(785) 271-3100

- 2.8.8. All requests for call credits due to bad connection, disconnection, wrong number dialed, etc. shall be made through Teligent's business office. Carrier will make no refund of overpayments unless the claim for such, together with proper evidence is submitted within one (1) year from the date of alleged overpayment. In calculating refunds, usage discounts will be adjusted based on total usage after all credits or adjustments have been applied. In the event of a billing error resulting in an overbilling or overcharge to its Customers, Teligent may refund the amount overbilled or overcharged, with interest from the date of overpayments, by means of a pro-rata credit to the account of all existing Customers on a date certain, or by check if the account is final, or if so request by the Customer. The interest rate earned will be the rate approved by the Kentucky Corporation Commission.

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- 2.8.9. Teligent will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to the Customer, unless the Customer informs Teligent within thirty (30) days of the issuance of the bill that the original bill was not received. If a Customer or the Customer's representative thereafter requests additional copies of bills the following fees will be charged:

Bills dated within 90 days prior to receipt of the request	\$5 per bill, plus \$0.25 for each telephone number reflected on bill over five numbers
Bills dated more than 90 days but less than twelve months previously	\$10 per bill, plus \$0.25 for each telephone number reflected on bill over five numbers
Bills dated more than 12 months but less than 48 months previously	\$50 per bill, plus \$0.25 for each telephone numbers reflected on bill over five numbers

Teligent shall charge a processing fee to any party that subpoenas or otherwise lawfully seeks to compel the provision of a copy or copies of a bill(s) in connection with any lawful investigation or lawsuit; exempting a request from the Kentucky Corporation Commission.

Teligent will not provide a copy of a bill that is over four (4) years old.

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- 2.8.10 Any applicant or one for whom an application is made, owning Teligent for service furnished under a former contract, shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such service, before any additional service will be furnished. In accordance with State and Public Utility Commission rules, Teligent will provide proof of past indebtedness, which includes copies of billing records and related documentation, verification of tariffed rates used and documentation of all other elements of any bill required to be paid as a condition of service restoration.

2.9. Interruption of Service

- 2.9.1. A credit allowance will be issued to the Customer for the interruption of service that is not due to Teligent's testing or adjusting; an act, omission, or negligence of the Customer; the failure of channels or equipment provided by the Customer; or electric power failure where the Customer furnishes such electric power. Interruptions of service are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify Teligent immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end user shall ascertain that the trouble is not being caused by any action, omission, or negligence by the Customer within his or her control; electric power failure where the Customer furnishes such electric power; or wiring or equipment, if any, furnished by the Customer and connected to Teligent's facilities.
- 2.9.2. The Customer shall be credited for an interruption of 12 hours or more. The amount of the credit will be the greater of 1/30th of the monthly charge for the facilities affected or 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues. For purposes of credit computation, every month shall be considered to have 720 hours.

Credit Formula:

$$\text{Credit} = A/720 \times B$$

"A" - outage time in hours
"B" - total monthly charge for affected facility

- 2.9.3. The credit will appear on the subsequent bill for service. A check in the amount of the credit will be issued if the interruption occurs during the Customer's final billing cycle and the Customer's final bill shows no amount owed.

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Terri B. Natoli SECRETARY OF THE COMMISSION

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8065 Leesburg Pike, Suite 400
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Business Customer Local Exchange Services Tariff

2.10. Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.11. Disconnection of Service by the Customer

2.11.1. By giving advance written notice, the Customer may disconnect service at any time following its minimum service requirement(s).

2.11.2. Teligent will have up to 30 days to complete disconnect. The Customer will be responsible for all charges for 30 days or until disconnect is effected whichever is sooner. This 30-day period will begin upon receipt of the written notification from the Customer. However, in the event that the Customer continues to utilize Teligent's services beyond the date upon which the services are to be disconnected, the Customer will be liable for the usage charges incurred.

2.11.3. For non-usage sensitive charges, Customers will be liable for the entire monthly recurring charge during the month the Customer's service terminates.

2.11.4. If the Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.

2.11.5. If the Business Customer is not satisfied with Teligent's services during the first 90 days after service installation, Teligent will pay the installation and activation fees, up to a customer maximum of \$1500, for all services being reconnected to the Business Customer's prior service provider.

2.12. Cancellation for Cause

2.12.1. Teligent, in accordance with State and Public Utility Commission rules, may immediately cancel the application for or discontinue service without incurring any liability for any of the following reasons:

2.12.1.A. Non-payment of any sum due to Teligent for service for more than 30 days beyond the date of rendition of the bill for such service. In the event Teligent terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses and fees; or

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- 2.12.1.B. Non-payment of any sum due to Teligent for service for more than 30 days beyond rendition of the bill on any Teligent account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past due; or
- 2.12.1.C. A violation of or failure to comply with, any regulation of this tariff if the noncompliance is not corrected within that ten (10) day period.
- 2.12.1.D. Teligent confirms that both a phone number and mailing address are no longer valid for the Customer; or
- 2.12.1.E. Teligent is prohibited from furnishing service by order of a court or other government authority having jurisdiction.

The discontinuance of service(s) by Teligent pursuant to this section does not relieve the Customer of any obligation to pay Teligent for changes due and owing for service(s) furnished up to the time of discontinuance.

- 2.12.2. If Teligent terminates service for any cause set forth above and the Customer has subscribed to service under a term plan, the Customer will be charged the termination liability associated with the term plan.

- 2.12.3. Service may also be discontinued if the Customer fails to post the deposit required by the tariff.

- 2.12.4. If service is disconnected for non-payment the Customer may restore service by full payment in any reasonable manner including by personal check. However, Teligent may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

2.13. Notice and Communication

- 2.13.1. The Customer shall designate on the Application for service an address to which Teligent shall mail or deliver all notices and other communications except that Teligent may also designate a separate address to which Teligent's bills for service shall be mailed.

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- 2.13.2. Teligent shall designate on the Application for service an address to which the Customer shall mail or deliver all notices and other communications, except that Teligent may designate a separate address on each bill for service to which the Customer shall mail payment on that bill until designated by Teligent. Until otherwise designated, all notices or other communications required to be given pursuant to this tariff shall be made in writing to Teligent Services, Inc., 8065 Leesburg Pike, Suite 400, Vienna, Virginia 22182 or by calling Teligent's toll-free customer service number 1-800-411-1175.
- 2.13.3. Notices and other communications of either party, and all bills mailed by Teligent, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.13.4. Teligent or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.13.5. The Commission's address is:

Kentucky Corporation Commission
1500 SW Arrowhead Road
Topeka, Kentucky 66604-4027
(785) 271-3100

2.14. Title to Facilities

Title to all facilities provided by Teligent in accordance with this tariff remains with Teligent. The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. Teligent reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

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2.15. Taxes and Miscellaneous Charges, Fees

The customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges will appear as separate line items on the customer's bill and are not included in the rates contained in this tariff. There shall be added to the customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Teligent by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each customer will appear as a separate line item on the customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

Teligent may adjust its rates or impose additional charges on its customers to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. Teligent may also adjust its rates or impose additional charges to cover the administrative cost of collecting such charges or paying compensation to other entities

All charges, other than taxes and franchise fees, will be submitted to the Commission for approval.

2.16. Access to Telephone Relay Service

When required by the Commission, Teligent will participate in telephone relay service for handicapped or hearing-impaired Customers, and will comply with all regulations and requirements relating thereto. Teligent shall impose any monthly surcharge or any other related charge upon its local exchange Customers as may be required by state law.

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2.17. Special Construction

At the Customer's request, installation and/or maintenance may be performed outside Teligent's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to Teligent will apply. If installation is started during regular business hours, but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. Subject to the agreement of Teligent and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is that construction undertaken:

1. Where facilities are not presently available and there is no other requirement for the facilities so constructed.
2. Of a type other than that which Teligent would normally utilize in the furnishing of its services.
3. Over a route other than that which the Teligent would normally utilize in the furnishing of its services.
4. In a quantity greater than that which Teligent would normally construct.
5. On an expedited basis.
6. On a temporary basis until permanent facilities are available.
7. In advance of its normal construction.

2.18 Rounding

All charges are rounded on a per call basis using the UP341 rounding rule. That is, when the third decimal place is greater than four the second decimal will be increased by one. For example, assuming Initial Minimum/Additional Billing Increments (in seconds) of 6/6:

Rate \$0.035/minute
Duration 1 minute 6 second (or 1.1 minutes)

$$\begin{array}{r} \$ 0.0350 \\ \times \quad 1.1 \\ \hline \$ 0.0385, \text{ rounded UP to } \$0.04 \end{array}$$

Rate \$0.035/minute
Duration 1 minute 12 second (or 1.2 minutes)

$$\begin{array}{r} \$ 0.0350 \\ \times \quad 1.2 \\ \hline \$ 0.0420, \text{ rounded DOWN to } \$0.04 \end{array}$$

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Vienna, Virginia 22182

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Business Customer Local Exchange Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES

3.1. General – Business Services consist of the services offered pursuant to this tariff, either individually or in combination. Each service is offered independently of the other and is offered via Teligent's facilities, conventional network elements purchased from other local exchange carriers, or via resale of facilities of other local exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. Business Services provide a Business Customer with a connection to Teligent's switching network that enable the Business Customer to:

1. Receive calls from other stations on the public switched telephone network;
2. Access Teligent's services as set forth in this tariff;
3. Access intrastate, interstate, and international calling services provided by Teligent or another certified common carrier of the Business Customer's choice;
4. Access (at no additional charge) Teligent's operators and business office for service related assistance;
5. Access toll-free telecommunications services such as 800 NPA; and
6. Access 9-1-1 service for emergency calling.

3.1.1. Service is furnished only for use by the Business Customer, its guests, employees, and business associates.

3.1.1.A. Service is available whenever the use of the service is primarily or substantially of a business, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use. Business rates are applicable to:

1. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public, private, or parochial schools, hospitals, nursing homes, libraries, institutions, churches, and all other establishments of a strictly business nature.
2. Any location where a business designation is provided or when a title indicating a trade, occupation, or profession is listed.
3. Service terminating solely on the answering service facilities of a telephone-answering firm will carry business rate.
4. Residential locations where the customer has no regular business telephone service and the use of the service, by the customer, members of the household, or guests, is of a business nature as may be indicated by advertising through newspapers, handbills, billboards, circulars, business cards, or otherwise.

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Terri B. Natoli

Vice President - Law and Regulatory

Teligent Services, Inc.

8065 Leesburg Pike, Suite 400

Vienna, Virginia 22182

BY: Stephan D. Bull
Effective: July 6, 2000
SECRETARY OF THE COMMISSION

Business Customer Local Exchange Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES

(continued)

3.2. Non-Recurring Service Charges – The following charges are applicable to all services unless otherwise noted.

3.2.1. Service Connection Charges

3.2.1.A. Establish New Service (Per Order) – For the processing of a Business Customers' request to establish new service.

3.2.1.B. Transfer Service – For the relocation of existing service to a different rate demarcation point, building, or property.

3.2.1.C. Line Connection (Per Line) – For the connection of each local exchange line or Private Branch Exchange (PBX) trunk.

3.2.1.D. Line Change Charge (Per Line) – Applies to any Business Customer request that requires Teligent to change the Business Customer's local exchange line or PBX trunk.

3.2.1.E. Change Telephone Number (Per Line) – Applies to any Business Customer request that requires Teligent to change the Business Customer's telephone number.

3.2.1.F. Record Order Change (Per Billing Record Change) – Applies to any Business Customer request for a change in service that results in a change in the Business Customer's records. For example, a change in directory listing. A record change does not require any physical plant change or central office work to be done on the Business Customer's account.

3.2.1.G. Restoration of Service – For the programming of a Business Customer's request to restore service after service is suspended.

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SECTION 3 – DESCRIPTION OF SERVICES

(continued)

- 3.3. Local Exchange Service – Service provides a Business Customer with the ability to originate calls from a Teligent-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchange and areas included in the Business Customer's local calling area. Calls to destinations outside the local calling area, but within the same LATA will be charged the intraLATA rates, pursuant to this tariff. Calls to destinations outside the Business Customer's LATA but within the same state will be charged Interexchange Communications Service rates.

- 3.3.1. Basis of Call – Local Service is available on a flat basis.

- 3.3.1.A. Flat Basis – Business Customers are assessed a monthly recurring charge for Monthly Network Access Line Services, including unlimited local calling.

- 3.2.1.B. Minimum Call Completion Rate - A Business Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99% during peak use periods for all Feature Group D services. Charges are not made for uncompleted or unanswered calls.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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Business Customer Local Exchange Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES3.3. Local Exchange Service (continued)3.3.2. Usage Limitations.3.3.2.A. CCS Limitation.

Teligent's network is engineered to provide certain maximum Centi Call Seconds ("CCS") per line, trunk or PRI group. The CCS shall be calculated on a rolling one (1) hour basis. If during a billing month the Business Customer's usage exceeds the applicable maximum, the Business Customer shall, when notified by Teligent, add additional service as needed to bring all of the Business Customer's usage into compliance. If, after notification by Teligent, the Business Customer does not make good faith efforts to bring its usage into compliance, Teligent shall have the right to immediately terminate this Agreement upon written notice to Business Customer. Teligent's waiver of the right of termination in any month does not waive Teligent's right to termination for subsequent months. The maximum permitted CCSs are as follows:

<u>Local Access Service</u>	<u>Maximum CCS</u>
Business Lines	12 Per Business Line
SmartWave PRI	
1 PRI circuit per PRI Group	21 Per Channel
2 PRI circuit per PRI Group	25 Per Channel
3 PRI circuit per PRI Group	27 Per Channel
4 or More PRI circuit per PRI Group	29 Per Channel
Analog Trunks	18 Per Trunk
Digital Trunks	
Up to 12 Trunks per Trunk Group	18 Per Trunk
13-24 Trunks per Trunk Group	21 Per Trunk
25-48 Trunks per Trunk Group	25 Per Trunk
49-72 Trunks per Trunk Group	27 Per Trunk
73 or More Trunks per Trunk Group	29 Per Trunk

3.3.2.B. MOU Limitation.

Teligent will provide a maximum of 4,000 call attempts or 4,000 MOUs (minutes of use) per DS0 channel, per month. If during a billing month the Business Customer's usage exceeds either the call attempt or MOU maximum, the Business Customer shall, when notified by Teligent, add additional service as needed to bring all of the Business Customer's usage into compliance with Teligent's usage limitations. If, after notification by Teligent, the Business Customer does not make good faith efforts to bring its usage into compliance, Teligent shall have the right to immediately terminate the Business Customer's service agreement upon written notice to the Business Customer. Teligent's waiver of the right of termination in any month does not waive Teligent's right to termination for subsequent months.

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Terri B. Natoli

V.P., Regulatory Affairs and Public Policy
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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BY: Stephan O. Bee
SECRETARY OF THE COMMISSION

Business Customer Local Exchange Services Tariff

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3.3.3 Local Service Areas

- A. Service Area – Teligent's primary service area consists of the Central Zone and Metropolitan Calling Area-1 (MCA-1) of the Kentucky City and the St. Louis Metropolitan. Exchanges as defined in Section 1.4 and Section 1.5 of Southwestern Bell Telephone Company's Local Exchange Tariff.
- B. Local Calling Area – Teligent local calling areas for its Kentucky customers consists of the geographical area encompassed within the Kentucky City and the St. Louis Metropolitan Exchanges (Principal Zones and MCA-1 and MCA-2 Zones) as defined in Section 1.4 and Section 1.5 of Southwestern Bell Telephone Company's Local Exchange Tariff

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V.P., Regulatory Affairs and Public Policy
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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Business Customer Local Exchange Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES3.3. Local Exchange Service (continued)3.3.4 Monthly Network Access Line Services – A Business Customer can access Teligent's network via Business Line or Trunk Service.

3.3.4.A Business Line Service – Service provides a Business Customer with a single, voice-grade communications channel to the public switched telephone network. Business Lines can terminate at a single line set, key set, fax, modem, or key system. Business Lines are engineered to provide a maximum CCS of 12. Teligent reserves the right to request a Business Customer add additional lines "as needed" in instances where daily CCS exceeds 12. Business Customers that order Business Line Service pay for usage and Custom Calling Features separately.

3.3.4.B. SmartWave PRI Service - A digital communications service that provides local voice service through 23 B channels with a separate D channel for call control, to compatible Private Branch Exchange (PBX) and hybrid-Key Telephone System (KTS) Business Customer premises equipment (CPE). Each SmartWave PRI service provides 1.544 Mbps access from the Business Customer's premises to Teligent's circuit switched voice communications network. Each SmartWave PRI circuit terminates into a Teligent Central Office (TCO) connection that provides a base capacity of 23 "B" channels that carry Business Customer information and 1 "D" channel that provides the call control and signaling for each of the "B" channels. Teligent provides the Business Customer an option to share the "D" channel across as many as 20 Business Customer SmartWave PRI circuits. Should the Business Customer select this option, Teligent provides the Business Customer the option to have a second "D" channel, called a back-up "D" channel, available on a hot standby basis. In a back-up "D" channel scenario, all call control and signaling will automatically switch to the back-up "D" channel upon a failure of the primary "D" channel.

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Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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SECTION 3 – DESCRIPTION OF SERVICES3.3. Local Exchange Service3.3.5. Monthly Network Access Line Services3.3.5.B. SmartWave PRI Service (continued)

1. Month-to-month (MTM) and 1 Year Term pricing plans associated with Teligent's SmartWave PRI offering are available. A Business Customer under the MTM plan can upgrade to the 1 Year Term pricing plan at any time without incurring any non-recurring charge (NRC). A Business Customer under the 1 Year Term pricing plan is obligated to pay for each SmartWave PRI circuit for each month of the 1 Year Term. Additions of SmartWave PRI circuits within the 1 Year Term are considered to be part of the 1 Year Term, so all SmartWave PRI circuits under the 1 Year Term option satisfy the term requirement on the same date. Upon the completion of the 1 Year Term plan, service shall continue under a month-to-month arrangement at the 1 Year Term rates. Should a Business Customer under a 1 Year Term disconnect some or all of the SmartWave PRI circuits prior to the completion of the 1 Year Term, the Business Customer shall pay a termination charge of 100% of the MRC times the number of months remaining in the Term for each SmartWave PRI circuit that is disconnected. Should the Business Customer also subscribe to Teligent LD service under a commitment level, and disconnect all of their SmartWave PRI and Teligent LD service, the Business Customer shall pay a termination charge of the greater of a) 100% of the SmartWave PRI MRC, or b) the LD commitment level, times the number of months remaining in the term.
 - (a) A SmartWave PRI Change Charge shall apply to Business Customer-initiated changes to the Business Customer's SmartWave PRI service, when the change is not associated or coordinated with the installation of one or more SmartWave PRI circuits. A maximum of one SmartWave PRI Change Charge shall apply per Business Customer-initiated change request.
 - (b) A credit in the amount of the non-recurring charge will be issued under the following circumstances.
 - (I) A Business Customer subscribes to Teligent's SmartWave PRI service prior to June 30, 2000.
 - (II) 4.3.1.B A Business Customer upgrades service from Teligent's T-1 Digital Trunk product to SmartWave PRI, provided the Business Customer subscribes to the 1 Year Plan after June 30, 2000.
 - (III) A Business Customer converts from another Local Exchange Carrier to Teligent's SmartWave PRI service, provided the Business Customer subscribes to the 1 Year Term pricing option after June 30, 2000.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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2. Standard Features: Teligent's SmartWave PRI service contains the following standard features. A one-time charge may occur with select Business Customer-initiated changes. The Business Customer has the option of not subscribing to either Call Overflow Service or DID Service; however the rate for SmartWave PRI service shall remain the same. The Business Customer can specify up to two PRI groups within the same CPE using the Call Overflow Service, or one 10-digit telephone number. The Business Customer is responsible for all applicable usage charges associated with routing a call using the Call Overflow Service to a 10-digit telephone number.
- (a) Call Overflow Service – The Business Customer can select to route incoming calls to another destination if all "B" channels within a PRI group are busy. The destination can be another PRI group terminating into the same CPE or to any telephone number the Business Customer predefines. The Business Customer is responsible for all applicable usage charges associated with routing the call to another destination.
- (b) DID Service – DID service allows inbound traffic to directly access a particular station without going through an attendant. DID Trunks transmit the dialed digits for all incoming calls, allowing the Business Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. DID Trunks are furnished where operating conditions and the availability of facilities exist. Business Customers who purchase DID services are required to purchase DID Number Blocks.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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- (c) Send Number Service – The Business Customer must select one of the three Send Number Service options for each PRI Group prior to installation of the SmartWave PRI service. Should the Business Customer change the Send Number Service option subsequent to installation of the SmartWave PRI service, a separate service order will be required. This service option is not a Business Customer programmable feature. Three (3) options are available.
- (I) Always - always sends the calling number to the network on all outgoing calls.
- (II) Never - never sends any calling number to the network on all outgoing calls.
- (III) Screened - overwrites the calling number with another 10 digit telephone number that is predefined by the Business Customer. Should the Business Customer select this option, the 10-digit telephone number must be either a) a Teligent local service telephone number at the same Business Customer location, or b) a toll free number that is provided by Teligent's Long Distance service. Teligent reserves the right to not offer the "Screened" option should the Business Customer not meet either of these two conditions.
- (d) Shared D Channel – The Business Customer can share up to 20 SmartWave PRI circuits using a single "D" channel.
- (e) Shared D Channel Backup – The Business Customer can specify a SmartWave PRI circuit, when subscribing to Shared D Channel Service, as containing a back-up "D" channel.

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SECRETARY OF THE COMMISSION

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- (f) SmartWave Caller ID – The Business Customer can receive the calling number on incoming calls. The SmartWave Caller ID Service provides the calling number on incoming calls, provided a) the number has not been blocked by the caller, or b) the routing of the call from the caller to the SmartWave PRI Business Customer location has caused a blockage of the calling number.
- (g) SmartWave Call Transfer – In those Central Offices where this feature available, the Business Customer can transfer an incoming call to another destination, thereby releasing the 2 “B” channels on the SmartWave PRI. The Business Customer is responsible for all applicable usage charges associated with transferring the call.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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3. Optional Features: The following options are available in Teligent's SmartWave PRI. The availability and functionality of Teligent's optional SmartWave PRI service features may vary based on the Teligent Central Office (TCO).

- (a) SmartWave TieLink Service – A Business Customer with multiple locations within the same service area of a TCO that subscribes to SmartWave PRI at each location can specify a maximum number of "B" channels for use in abbreviated dialing from one Business Customer location to another. There are no usage charges associated with calls between Business Customer locations that use the SmartWave TieLink Service feature. The SmartWave TieLink Service feature is available only to multi-location Business Customers served by the same TCO switch that have subscribed to Teligent's SmartWave PRI at each location. The Business Customer must subscribe to DID service at each location, and the abbreviated dialing plan must consist of the same number of digits the Business Customer has selected for their DID service. There are two types of SmartWave TieLink Service, 1) SmartWave TieLink Channel – Local and 2) SmartWave TieLink Channel – LD. If the Business Customer locations that have subscribed to SmartWave TieLink Service are within the Business Customer's local calling area, a SmartWave TieLink Channel – Local MRC applies. Otherwise, a SmartWave TieLink Channel – LD MRC applies. The monthly recurring charge for SmartWave TieLink Service is on a per channel basis. The Business Customer must specify the maximum number of channels for use for intra-company calls for each SmartWave PRI circuit. Intra-Company calls up to and including this amount will route over the SmartWave TieLink channels and will not incur additional usage charges. The SmartWave TieLink Service channels shall be configured as two-way. The Business Customer must also specify which service location will receive the monthly recurring charge for the SmartWave TieLink Service. The charges for SmartWave TieLink Service are month-to-month and are not subject to termination charges.

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Vice President - Law and Regulatory
Teligent Services, Inc.

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SECTION 3 – DESCRIPTION OF SERVICES3.3. Local Exchange Service3.3.5. Monthly Network Access Line Services3.3.5.B. SmartWave PRI Service (continued)4. Conditions of Service:

- (a) The Business Customer is responsible for having compatible CPE to interface with Teligent's SmartWave PRI service and its standard and optional features.
- (b) The first SmartWave PRI circuit in a PRI group must contain the Primary "D" Channel. Should the Business Customer subscribe to Shared D Channel Backup, the Business Customer shall specify which PRI circuit within the PRI Group contains the Back-up D Channel.
- (c) The Business Customer must specify a 10 digit billing number for each PRI Group. All outbound Local and /or Long Distance usage that is itemized on the Business Customer's invoice or via e.magine will show this billing number as the originating number. The billing number must be different for each PRI group.
- (d) Multiple PRI Groups within the same Business Customer premises or within the same CPE are supported.
- (e) Each "B" channel on Teligent's SmartWave PRI service is configured as two-way, capable of making or receiving calls. Therefore, the Business Customer does not have to dedicate certain "B" channels as inbound or outbound.

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SECRETARY OF THE COMMISSION

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Issued By:

Terri B. Natoli

Vice President - Law and Regulatory

Teligent Services, Inc.

8065 Leesburg Pike, Suite 400

Vienna, Virginia 22182

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3.3.5.C. Trunk Service – Service provides a Business Customer with a voice-grade communications connection to the public switched telephone network.

1. Trunk Types – The following Trunk types are available:

- (a) Analog Trunk – Provides the Business Customer with a single, voice-grade telephonic communications channel for connection of Business Customer-provided PBXs to the public switched telephone network. Analog trunks are engineered to provide a maximum CCS of 18. Teligent reserves the right to request a Business Customer add additional trunks “as needed” in instances where daily CCS exceeds 18.
- (b) Digital Trunk – Provides the Business Customer with a DS1 circuit that can carry 1.544 Mbps of traffic. The Digital Trunk is time division multiplexed into 24 channels, which can be individually provisioned for a DID or Two-Way DID services. Digital Trunks are only available in whole units. Digital trunks are engineered to provide a maximum CCS of 18 per channel. Teligent reserves the right to request a Business Customer add additional trunks “as needed” in instances where daily CCS exceeds an average of 18 CCS per channel. DID and Two-Way DID channel charges apply per channel, and are in addition to the basic Digital Trunk rate.

2. Provision of Trunks – Trunks can be provided as follows:

- (a) Basic – The connection can be used to carry inbound, outbound, and two-way traffic.
- (b) Direct Inward Dialing (DID) – DID service allows inbound traffic to directly access a particular station without going through an attendant. DID Trunks transmit the dialed digits for all incoming calls, allowing the Business Customer’s PBX to route incoming calls directly to individual stations corresponding to each individual DID number. DID Trunks are furnished where operating conditions and the availability of facilities exist. Business Customers who purchase DID and Two-Way DID services are required to purchase PUBLIC SERVICE BOOKS.

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BY: Sharon Bull
SECRETARY OF THE COMMISSION

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Issued By:
Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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- (c) Two-Way DID – Two-Way DID service allows both inbound and outbound traffic between an outside call and a particular station without going through an attendant. Two-Way DID Trunks transmit the dialed digits for all incoming calls, allowing the Business Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Two-Way DID Trunks are furnished where operating conditions and the availability of facilities exist. Business Customers who purchase DID and Two-Way DID services are required to purchase DID Number Blocks.

- 3.3.6. Custom Calling Features can be purchased individually or, as a package selected by the Business Customer. Custom Calling Features are available with Business Line Service and non-DID Analog Trunk Service. All features are subject to limitations and/or interactions with other features that may result in the features either being unsuited for the intended application or not functioning as described herein.

- 3.3.6.A. Charges for Base Rate and Universally Available are based on the classification of the feature. All monthly recurring charges apply on a per line/per feature basis. Custom Calling Features are classified as one of three types: Premium, Base Rate or Universally Available. Charges for Premium feature are based on the individual feature:

1. Premium Features include Three-Way Call Transfer, Caller Number Delivery and Caller ID.
2. Base Rate Features include Call Pickup, Call Forward, Distinctive Ringing, Selective Call Rejection, Call Waiting, Line Overflow to Directory Number, Message Waiting Indication, Priority Ringing, Speed Call, and Three-Way Calling.
3. Universally Available Features include Caller ID Block, Anonymous Call Rejection, Automatic Line, Repeat Dialing, Call Trace, and Return Call.

- 3.3.6.B. Multi-Feature Group Discount: Business Customers that began taking service prior to September 1, 1999 that purchase 2 or more Custom Calling Features are entitled to monthly discounts per line.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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BY: Stephan D. Bu
SECRETARY OF THE COMMISSION

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3.3.6.C. Multi-Feature Packages – Business Customers that began taking service on or after September 1, 1999 may opt to purchase Custom Calling Features as part of a feature package. Feature packages are sold on a per line basis. Teligent offers the following Multi-Feature Packages:

1. Deluxe – Any combination of and/or all features in the Basic and Enhanced feature packages as well as Caller ID.
2. Enhanced – A choice of up to 4 features. Features may include Caller Number Delivery, Three-Way Call Transfer and/or any feature from the Basic feature package.
3. Basic – Includes up to any of the following three features, Call Forward Busy, Call Forward No Answer, Call Forward Busy/No Answer, Selective Call Forward, Remote Access to Call Forward, Call Forward Group Don't Answer, Call Pick-Up, Call Waiting, Distinctive Ringing, Line Overflow to Directory Number, Message Waiting Notification, Priority Ringing, Selective Call Rejection, Speed Call 30 and Three-Way Calling.

3.3.6.D. Description of Features

Anonymous Call Rejection allows a Business Customer, with or without Caller ID, to reject calls for which calling name/number display information has been intentionally blocked. If this feature is assigned to the main number of a hunt group then all anonymous calls to that group will be rejected. If this feature is assigned to individual numbers within the hunt group the rejected incoming call will continue to hunt rather than be completely rejected.

Automatic Line allows a Business Customer to automatically dial a predetermined number when the handset is lifted; no other phone numbers may be dialed.

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Issued By:
Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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3.3.6.D. Description of Features (continued)

Call Forward redirects incoming call to another phone number. This service contemplates that normal transmission performance quality cannot be guaranteed for all calls. Calls forwarded are subject to local and long distance message charges.

1. Call Forward Busy – Incoming calls are re-directed to another phone number when the called party's Business Line is busy. Calls are forwarded to a phone number within or outside of the Business Customer's group. The forward to phone number can either be predetermined or user programmable. The forward to phone number can only be changed by contacting Teligent Business Customer Service and requesting a Service Order unless the Business Customer subscribes to the User Programmable Option.
2. Call Forward Busy/No Answer - Combines the functionality of both Call Forward Busy and Call Forward No Answer.
3. Call Forward Group Don't Answer - Incoming calls are re-directed to another predetermined phone number when the called party's BLs within a hunt group are not answered after a specified period of time.
4. Call Forward No Answer - Incoming calls are re-directed to another phone number when the called party's Business Line is not answered. If the Business Customer has selected both Call Forward Busy and Call Forward No Answer, the forward to phone number does not have to be the same for each. Calls are forwarded to a predetermined, phone number. The forward to phone number can either be predetermined or user programmable. The forward to phone number can only be changed by contacting Teligent Business Customer Service and requesting a Service Order unless the Business Customer subscribes to the User Programmable Option. The number of rings that will occur prior to the forwarding of the call is established and modified by the Service Order unless the Business Customer subscribes to the User Programmable Option.
5. Call Forward Variable - Incoming calls are immediately re-directed to a phone number.. The Business Customer can change the forward to telephone number at any time by dialing a Feature Access Code.

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Terri B. Natoli

Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

BY: Stephan D. Bly
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SECRETARY OF THE COMMISSION

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3.3.6.D. Description of Features (continued)

6. Remote Access to Call Forward – Permits the Business Customer to activate, deactivate or change the forward to telephone number from a remote location.
7. Selective Call Forward – Incoming calls from up to eleven preselected numbers are automatically forwarded to another telephone number selected by the Business Customer. The line can be restored to normal operation at any time.

Call Pick-Up allows a Business Customer to pick up a ringing phone that is within a pre-defined Call Pick-Up group of phones by dialing a Feature Access Code.

Call Trace allows the Business Customer to trace the last call received. The result of the Call Trace is automatically sent to Teligent for subsequent furnishing to legally constituted law enforcement agencies or authorities upon proper request by them. The Call Trace result is not available to the Business Customer. Teligent is not liable for damages if, for any reason, the Call Trace attempt is not successful.

Call Waiting sends a tone signal while a call is in progress to indicate a second call is waiting, and, by operation of the switchhook, to place the host call on hold and answer the waiting call. Operation of the switchhook permits passage back and forth between the two calls, but a three-way conference cannot be established. Call Waiting can be canceled either before making a particular call or while on a particular call.

Caller ID allows the Business Customer to view the name and phone number of the person calling before the phone is answered. If the calling telephone number is not available a message indicating that unavailability will be forwarded. To receive Caller ID the Business Customer will need a Caller ID translator, which can be either a phone with such component or a separate device.

1. Caller ID Block allows a Business Customer to block their phone number from being delivered to a Business Customer that has Caller ID or an equivalent service. Caller ID Block is available on a per call or a per line basis and will block calling name/number display information for all calls from that particular Business Line. Caller ID Block is requested on a per line basis and can be deactivated on a per call basis by using a Feature Access Code.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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3.3.6.D. Description of Features (continued)

Caller Number Delivery allows the Business Customer to view the phone number, as listed in directory assistance, of the person calling before the phone is answered. If the calling telephone number is not available a message indicating that unavailability will be forwarded. To receive Caller Number Delivery the Business Customer will need a Caller ID translator, which can be either a phone with such component or a separate device.

Distinctive Ringing allows a Business Customer to have up to four separate phone numbers, one primary and three secondary, assigned to a single BL. Each phone number will provide a distinctive ring on incoming calls to allow for identification of the incoming call.

Line Overflow to Directory Number allows calls to Business Lines in a hunt group to overflow to a predetermined phone number when all lines are busy.

Message Waiting Notification provides a stutter dial tone or a message waiting lamp indicator on a Business Line with voice mail service to notify the Business Customer of new voice mail messages. To receive message waiting lamp indication, the Business Customer will need a phone equipped to support the feature.

Priority Ringing differentiates incoming calls from up to eleven preselected telephone numbers by signaling with a distinctive ringing pattern. If Call Waiting is also subscribed to, a distinctive tone is heard for the selected set of numbers. The distinctive ring/tone that identifies the numbers on the Priority Ringer List is the same for all the number on the list.

Repeat Dialing allows calls to be automatically redialed when the first attempt reaches a busy number or is not answered. The line is checked every 45 seconds for up to 30 minutes and alerts the originating telephone line with a distinctive ringing pattern when the busy number and the originating line are free. Calls may continue to be made and received while the feature is activated.

Return Call allows a Business Customer to automatically redial the phone number of the last incoming call whether answered or not.

Selective Call Rejection allows calls from up to eleven pre-specified telephone numbers to be rejected or blocked. Callers from the prescribed telephone numbers will receive an announcement that the called party is not accepting calls.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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BY Stephan D. Bell
SECRETARY OF THE COMMISSION

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3.3.6.D. Description of Features (continued)

Speed Call is an arrangement that provides for the calling of a telecommunications network telephone number by dialing an abbreviated code. Two arrangements are available:

1. Speed Call 8 – Consists of a maximum of 8 stored numbers that can be dialed by entering an * and 1-digit code, which can be from 2 to 9. This feature is not available for Business Customer signing up for service after August 31, 1999.
2. Speed Call 30 – Consists of a maximum of 30 stored numbers that can be dialed by entering an * and 2-digit code, which can be from 20-49. The Speed Call 30 codes cannot conflict with any other Feature Access Codes.

Three-Way Calling allows a Business Customer to establish a call consisting of up to three participants without the use of an attendant or outside service. When the third party answers, a two-way conversation can be held before adding the original party for a three-way call. The initiator of the call controls the call and all parties will be dropped when the call initiator hangs up. The feature may be used to add a third party to either an outgoing or an incoming call.

Three-Way Call Transfer allows a Business Customer to transfer callers to other telephone numbers. The Business Customer may also establish a call consisting of up to three participants without the use of an attendant or outside service. When the third party answers, a two-way conversation can be held before adding the original party for a three-way call. The feature may be used to add a third party to either an outgoing or an incoming call.

- 3.3.7. Call Hunting is a combination of two or more Business Lines connected to the central office so that incoming calls overflow to the next available Business Line if the dialed Business Lines is busy. A hunt group can consist of up to 16 BLS, however, optimal service is obtained when between 5 and 15 BLS are grouped together. A hunt group of Business Lines can only be assigned one type of hunting. There are three types of Hunting:

3.3.7.A. Circular – All Business Lines within the hunt group will be checked for an available line.

3.3.7.B. Sequential – Only Business Lines with numbers in the hunt group sequence following the dialed number will be checked for an available line.

3.3.7.C. Distributed Line – Calls to the pilot number in the hunt group are distributed to the line that has been idle the longest within the hunt group. There is only one phone number associated with this hunt group.

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Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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By: Stephan D. Bell
SECRETARY OF THE COMMISSION

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SECTION 3 – DESCRIPTION OF SERVICES3.3. Local Exchange Service (continued)

3.3.8. Class of Service - Business Customers may select a Class of service for each Business Line and Trunk. The Class of service will determine the calls that are blocked from each Business Line or trunk.

3.3.8.A. 900/976 - Teligent will allow calls to 900/976 numbers unless the Business Customer requests that these calls be blocked. Teligent does not charge for changing the blocking option.

3.3.8.B. 950 Access - Teligent does not provide 950 access to the network.

3.3.8.C. UNREST - Unrestricted. No calls are blocked.; dial around access optional.

3.3.8.D. NO900 - 900/976 numbers are blocked. Dial around access is optional.

3.3.8.E. 911611 - Only allow calls to 911 and 611.

3.3.8.F. LOCAL - Only allows local calls, 911, 611, 411, 555-1212, Toll Free such as 1-800/888/877, 0-, 0+Local Only; no dial around access allowed.

3.3.8.G. NOTOLL - Only allows local calls, intraLATA calls and calls to 911, 611, 1-800/888/876, , 0-, 0+, 0+0; No dial around access allowed.

3.3.8.H. NOINTL - Allows all call types except for international (011+ and 01+); dial around access optional.

3.3.8.I. NODA - Allows all calls except 411/555-1212/NPA-555-1212; dial around access optional.

3.3.8.J. HOSP1: Block 900, 976, 700, 500, 101XXXX-1, 101XXXX-011, and 950. Also block 555-XXXX, NPA-555-XXXX, but allow 555-1212 and NPA-555-1212; dial around access required.

3.3.8.K. HOSP2: Block 900, 976, 700, 500, 101XXXX-1, 101XXXX-011, 950, and block 411, 555-1212, HNP-555-1212; dial around access required.

3.3.9. Monthly Subscriber Line Charge - A Monthly Subscriber Line Charge applies as specified in Section 4.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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SECTION 3 – DESCRIPTION OF SERVICES
(continued)3.4. Directory Services consist of the following:

3.4.1. Directory Assistance allows Business Customers and Users of Teligent's services (excluding 800 services), to obtain directory assistance in determining telephone numbers within the State by calling the Directory Assistance operator. Calls to Directory Assistance can be either direct dialed by the Business Customer or End User, by dialing 4-1-1, or placed by a Teligent operator.

3.4.1.A. Directory Assistance charges apply for all requests for which Teligent's facilities are used. A maximum of two requested telephone numbers is permitted per Directory Assistance call. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

3.4.1.B. A Directory Assistance call charged to a calling card or to a third number will be billed the appropriate Operator Assistance charge, as specified in this tariff, plus the charge for Directory Assistance.

3.4.1.C. Non-published telephone numbers are not available from Directory Assistance service.

3.4.1.D. A credit will be given for calls to Directory Assistance when the Business Customer experiences poor transmission or is cut-off during the call; the Business Customer is given an incorrect telephone number, or the Business Customer inadvertently misdials an incorrect Directory Assistance.

1. To receive a credit, the Business Customer must notify the Teligent Business Office of the problem experience.

3.4.1.E. The Business Customer will not be charged in the following circumstances:

1. To reach the called Directory Assistance service number when attempts by the Business Customer to direct dial such a call cannot be completed. To receive a credit, the Business Customer must notify the Teligent Business Office of the problem experienced.
2. Charges for Directory Assistance are not applicable to calls to the Directory Assistance service attendant where the Business Customer has been affirmed in writing as unable to use a Teligent provided directory because of a visual, physical or reading handicap including calls made by such handicapped persons from their place of employment.

3.4.1.G For an additional charge the called will be connected.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

BY: Stephan D. Bell
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SECRETARY OF THE COMMISSION

Business Customer Local Exchange Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES3.4. Directory Services (continued)

3.4.2. Telephone Directory Service - Teligent by contract with the incumbent LEC and/or listing publishers will provide telephone directory services to its Business Customers. Directory service is composed of alphabetical and street address directories.

3.4.2.A. Primary Phone Number Listing - Each Business Customer can list its primary phone number free of charge. Teligent will provide a Primary Phone Number Listing, which will entitle the Business Customer to a listing in the 411/Directory Assistance database, White Pages and Yellow pages that are specific to the LEC area in which the Business Customer's phone number is located. The listing will consist of a straight-line listing consisting of the Business Customer's name, business address and primary phone number.

3.4.2.B. Additional Lines, Alternative Listings and Additional Listings - Each Business Customer may buy an Additional Line of Information listing, an Alternate Listing, or and Additional Listing. An Additional Line of Information Listing is an extra line of text provided in a directory, in addition to the primary listing. An Alternate listing includes an alternate number to be called in the event there is no answer when dialing the primary directory listing number. An Additional Listing includes either a phone number, address, or company name that is different than the primary listing.

3.4.2.C. Directory Errors or Omissions - The liability of Teligent for damages arising out of mistakes, omissions, or errors in directory listings for which a specific charge is made and not caused by the gross negligence or willful misconduct of Teligent shall in no event exceed an amount equivalent to the proportionate charge to the Business Customer for the period of service during which such mistake, omission, or error occurs. In the case of directory listings for which no specific charge applies, Teligent is not liable for damages arising out of mistakes, omissions, or errors not caused by the gross negligence or willful misconduct of Teligent.

3.4.2.D. The Business Customer may request a listed, nonlisted or nonpublished listing service from Teligent.

1. Listed - The phone number is listed in the 411 database and in the White and Yellow Pages.
2. Nonlisted - Upon the request of the Business Customer, the Business Customer's telephone listing is omitted or deleted from the telephone directory. Non-Listed numbers will be carried in the Telephone Company's directory assistance (411 database) only.
3. Nonpublished - Upon the request of the Business Customer, the Business Customer's telephone listing will be omitted or deleted from the telephone directory, and will not be listed in the 411 database.

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Terri B. Natoli

Vice President - Law and Regulatory

Teligent Services, Inc.

8065 Leesburg Pike, Suite 400

Vienna, Virginia 22182

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BY: Stephanie B. W.
SECRETARY OF THE COMMISSION

Business Customer Local Exchange Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES3.4. Directory Services3.4.2. Telephone Directory Service (continued)

3.4.2.E. Gold/Vanity Numbers - At the request of the Business Customer, Teligent may assign a telephone number with the last four digits selected by the Business Customer. The assignment is subject to availability. Teligent reserves all rights to the vanity numbers assigned to Business Customers and may, therefore, change them if required.

3.5. Operator Assisted Services

3.5.1 Operator Handled Calling - Operator Handled Calling service is provided to Business Customers and Users of Teligent's calling services. In addition to charges that would otherwise apply pursuant to other Sections of this tariff, each operator call will be assessed a charge(s) as set forth within. Collect calls to coin telephones and transfers of charges to third telephones that are coin telephones will not be accepted.

3.5.1.A Collect Calls - Calls where the called person agrees to pay for the call. Teligent offers two types of collect calls. A Business Customer can request, free of charge, that collect calls not be billed to their lines or trunks.

1. Person-to-Person - Calls completed with the assistance of a Teligent operator to a particular person, station, department or PBX extension specified by the calling party.
2. Station-to-Station - Operator assisted calls other than Person-to-Person billed to either the Business Customer's phone number, or the end user's calling card. Calls may be dialed with or without assistance of Teligent's operator.

3.5.1.B Third Party Billed Cards - Calls where the Business Customer requests that the phone call be charged to a third party's phone number. If the originating caller is calling from a payphone, the third party number is called. The third party has to answer the phone and accept the charges before the operator completes the call. A Teligent Business Customer can request, free of charge, that third party calls not be billed to their lines or trunks. Some restrictions on the use of charging to calling cards or credit cards may apply.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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Business Customer Local Exchange Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES3.5. Operator Assisted Services (continued)

3.5.2 Busy Line Verification and Line Interrupt Service - Upon request of a calling party the Company will verify a busy condition on a called line. The operator will determine if the line is clear or in use and report to the calling party. The operator will interrupt the call on the called line only if the calling party indicates an emergency. Charges for verification and interruption may be billed to a third number or a Teligent issued Calling Card. Busy verification and Interrupt service is furnished where and to the extent that facilities permit. The Business Customer shall indemnify and save Teligent harmless against all claims that may arise from either party to the interrupted call or any person.

3.5.2.A. A charge will apply when:

1. The operator verifies that the line is busy.
2. The operator verifies that the line is available for incoming calls.
3. The operator verifies that the called number is busy with a call in progress and the Business Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. The called party then has the option to release the line to receive incoming calls. One charge will apply for both verification and interruption.

3.5.2.B. No charge will apply when:

1. When the calling party advises that the call is to or from an official public emergency agency.
2. Under conditions other than those specified within, preceding.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
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Business Customer Local Exchange Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES
(continued)

- 3.6 Emergency or 9-1-1 Telecommunication Service - All terms and conditions set forth in this Section are applicable to the services as defined in this tariff. When requested by local government authorities Teligent will provide 9-1-1 Telecommunications service (9-1-1 service) for the purpose of voice reporting emergencies by the public. A Public Safety Answering Point (PSAP) is the answering point for a 9-1-1 call. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAP's answer first; Secondary PSAP's receive calls on a transfer basis only. Any person dialing "9-1-1" from a telephone that is usable for local exchange telephone network access and arranged to provide 9-1-1 service will be automatically connected to the appropriate PSAP for that telephone. For the purposes of this tariff a Responding Agency is an agency that is prepared to provide one or more specific emergency services via calls received from a PSAP. 9-1-1 calls originated from Teligent's Local Exchange service access facilities shall be completed to the appropriate PSAP without a charge being assessed to the calling party by Teligent. 9-1-1 Service may be classified as one of two types: Basic service and Enhanced service.
- 3.6.1. Basic 9-1-1 Service provides for routing all 9-1-1 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP that is prepared to receive those calls. Basic 9-1-1 Service has certain inherent features and optional features that may or may not be available with Enhanced 9-1-1 Service.
- 3.6.2. Enhanced 9-1-1 Service provides certain features such as selective routing of 9-1-1 calls to a specific PSAP that is selected from the various PSAP serving Business Customers within that central office area. Enhanced 9-1-1 Service has certain other inherent and optional features that may or may not be available with Basic 9-1-1 Service.
- 3.6.3. The following regulations apply to both basic, and enhanced service, as appropriate:
- 3.6.3.A. This offering is limited to the provision and use of the digits "9-1-1" as the Universal Emergency Telephone Number (Code).
- 3.6.3.B. 9-1-1 Service is one-way service only.
- 3.6.3.C. Teligent shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1". Teligent's entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this Section and in the Rules.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
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Business Customer Local Exchange Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES3.6 Emergency or 9-1-1 Telecommunication Service (continued)

3.6.4. **LIABILITY** - TELIGENT IS NOT RESPONSIBLE FOR ANY LOSSES, CLAIMS, DEMANDS, SUITS, OR ANY LIABILITY WHATSOEVER, WHETHER SUFFERED, MADE, INSTITUTED, OR ASSERTED BY THE BUSINESS CUSTOMER OR BY ANY OTHER PARTY OR PERSON FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR PERSONS, AND FOR ANY LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED BY THE BUSINESS CUSTOMER OR OTHERS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED BY (1) MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFECTS IN THE PROVISION OF 911 SERVICE, OR (2) INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTAIN, REMOVE, OR USE ANY EQUIPMENT ASSOCIATED WITH PROVIDING 911 SERVICE. NEITHER IS TELIGENT RESPONSIBLE FOR ANY INFRINGEMENT OR INVASION OF THE RIGHT OF PRIVACY OF ANY PERSON OR PERSONS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INSTALLATION, OPERATION, OR FAILURE TO OPERATE EMERGENCY 911 SERVICE FEATURES AND THE EQUIPMENT ASSOCIATED THEREWITH, OR BY ANY SERVICES FURNISHED BY TELIGENT INCLUDING, BUT NOT LIMITED TO, THE IDENTIFICATION OF THE TELEPHONE NUMBER, ADDRESS, OR NAME ASSOCIATED WITH THE TELEPHONE USED BY THE PARTY OR PARTIES ACCESSING 911 SERVICE, AND WHICH ARISE OUT OF THE NEGLIGENCE OR OTHER WRONGFUL ACT OF TELIGENT, THE BUSINESS CUSTOMER, ITS USERS, AGENCIES, OR MUNICIPALITIES, OR THE EMPLOYEES OR AGENTS OF ANY ONE OF THEM.

3.7. Tel-Relay Service (TRS) is not provided by Teligent but may be accessed through the Teligent network. TRS allows individuals with hearing or speech disabilities to obtain telephone service equivalent to the offering voice users receive. TRS provides the translation between the typed word and the spoke word via a Communication Assistant (CA). The CA, working under non-disclosure, relays communications from individuals with a hearing or speech disability to a hearing individual or vice versa.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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Business Customer Local Exchange Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES

(continued)

3.8 Custom Service Agreements - In cases where a Business Customer requests a special or unique arrangement, Teligent, at its option, may provide the requested arrangement.

3.8.1. Each Custom Service Agreement (CSA) is an individually negotiated contract offering tailored to meet the telecommunications needs of the Business Customer for whom the offering was designed. Each CSA contains a service, or a combination of services, and includes supplemental terms and conditions. Unless otherwise specifically provided for in this Tariff, each CSA is available to all similarly situated Business Customers for a period of thirty (30) days following the date of issue of the Tariff provision reflecting the CSA or the date the CSA is filed with the Commission, if either filing is required by the Commission. If no filing is required by the Commission, the CSA is available to all similarly situated Business Customers for a period of thirty (30) days following the date of execution of the CSA. In order to receive a CSA, the Business Customer must agree to service installation no later than ninety (90) days following the enrollment in the CSA. When CSA terms and conditions are inconsistent with this Tariff, the terms and conditions of the CSA will control."

3.8.1.A. The rates and conditions contained in the CSA are based on Business Customer's current or represented call traffic patterns. Should Business Customer's call traffic patterns materially differ from its current or represented traffic patterns, then Teligent and the Business Customer shall renegotiate the CSA in good faith, or alternatively, Teligent shall have the right to terminate the CSA immediately upon notice to Business Customer.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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Business Customer Local Exchange Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES

(continued)

3.9. Term Agreements

3.9.1. Teligent's services are available in the contract terms included in Section 4.

3.9.2. Minimum Monthly Commitment ("MMC") - Teligent's services are available with the MMCs, if any, as specified in Section 4. The MMC is selected by the Business Customer. The Business Customer's eligible charges are totaled each billing month to determine whether the Business Customer met its MMC. Eligible charges consist of monthly recurring and usage charges for Teligent's local and long distance services. Unless otherwise indicated, MMCs are calculated on a per service location basis. Where indicated, MMCs may be calculated on a Business Customer basis and all of the Business Customer's eligible charges from all locations will be applied towards the MMC.

3.9.2.A. Shortfall Penalty - If the Business Customer fails to meet its MMC for a billing month, the Business Customer will be billed a shortfall penalty equal to the difference between the MMC and the total of all actual eligible charges for the billing month.

3.9.2.B. Ramp-Up Period - All of Teligent's term agreements are subject to a 2 month ramp-up period during which the MMC will not apply. That is, the Business Customer is not required to meet its MMC until the third full billing month.

3.9.3. Minimum Annual Commitment ("MAC") - Teligent's services are available with the MACs, if any, as specified in Section 4. The MAC is selected by the Business Customer. The Business Customer's eligible charges are totaled for the annual period to determine whether the Business Customer met its MAC. Eligible charges include monthly recurring and usage charges for Teligent's local and long distance services. Unless otherwise indicated, MACs are calculated on a per service location basis. Where indicated, MACs may be calculated on a Business Customer basis and all of the Business Customer's eligible charges from all locations will be applied towards the MAC. A Business Customer may have both a MMC and a MAC that applies during a billing month. MMC shortfalls shall be included in the MAC eligible charges. An annual period is defined as (1) the first 12 billing months of a Business Customer's term agreement beginning with the first full billing month and (2) each 12 month period after the close of the prior annual period. The MAC will be pro rated for the length of any partial annual period resulting from the cancellation of service during an automatic renewal period.

3.9.3.A. Shortfall Penalty - If the Business Customer fails to meet its MAC for an annual period, the Business Customer will be billed a shortfall penalty equal to the difference between the MAC and the total of all actual eligible charges for the annual period.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

BY: Steve B. Hall
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SECRETARY OF THE COMMISSION

Business Customer Local Exchange Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES3.9. Term Agreements (continued)

3.9.4. Automatic Renewal - Unless, at least 30 days prior to the expiration of the term agreement, the Business Customer notifies Teligent in writing that the Business Customer wishes to terminate the term agreement, the Business Customer will be converted to month-to-month service at the same conditions and rates of the expired term agreement, except any MMC Ramp-Up Period included in the original term agreement will not apply. The Business Customer may not receive from Teligent any notice of the upcoming expiration of the term agreement and no notice from Teligent is necessary for the automatic conversion to month-to-month service.

3.9.5. TERMINATION CHARGE - IF A BUSINESS CUSTOMER CANCELS SERVICE OR IF THE BUSINESS CUSTOMER'S SERVICE IS TERMINATED FOR CAUSE, INCLUDING NONPAYMENT OF CHARGES, BEFORE THE EXPIRATION OF ANY TERM AGREEMENT, THE BUSINESS CUSTOMER SHALL PAY (1) A TERMINATION CHARGE EQUAL TO THE MMC FOR EACH WHOLE MONTH REMAINING IN THE TERM OF THE AGREEMENT AND (2) ANY SHORTFALL CHARGE ASSOCIATED WITH ANY PARTIAL BILLING MONTH(S). IF A BUSINESS CUSTOMER WITH A MAC CANCELS SERVICES BEFORE THE EXPIRATION OF ANY TERM AGREEMENT, THE BUSINESS CUSTOMER SHALL PAY (1) A TERMINATION CHARGE EQUAL TO THE MAC FOR EACH WHOLE ANNUAL PERIOD REMAINING IN THE TERM OF THE AGREEMENT AND (2) ANY SHORTFALL CHARGE ASSOCIATED WITH ANY PARTIAL ANNUAL PERIOD(S). IF THE BUSINESS CUSTOMER'S TERM AGREEMENT DOES NOT CONTAIN A MMC OR MAC THEN THE TERMINATION CHARGE SHALL BE EQUAL TO : (THE NUMBER OF WHOLE BILLING MONTHS REMAINING IN THE TERM OF THE AGREEMENT TIMES THE MONTHLY RECURRING CHARGES APPLICABLE TO EACH SERVICE) PLUS THE PRORATED MONTHLY RECURRING CHARGES FOR ANY PARTIAL BILLING MONTH(S) REMAINING IN THE TERM OF THE AGREEMENT. THE TERMINATION CHARGE AND ANY SHORTFALL CHARGE SHALL BE BILLED TO THE BUSINESS CUSTOMER ON THE NEXT BUSINESS CUSTOMER INVOICE FOLLOWING NOTICE OF TERMINATION. A BUSINESS CUSTOMER MAY CANCEL THEIR TERM AGREEMENT WITHOUT INCURRING THE TERMINATION CHARGE IF THE BUSINESS CUSTOMER ENTERS INTO A NEW TERM AGREEMENT WITH (1) A COMMITMENT LEVEL EQUAL TO OR GREATER THAN THEIR CURRENT TERM AGREEMENT AND (2) A TERM COMMITMENT LONGER THAN THE REMAINING TERM OF THE CURRENT TERM AGREEMENT.

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

Business Customer Local Exchange Services Tariff

SECTION 4 - RATES AND CHARGES

4.1 Non-Recurring Service Charges - The following charges are applicable to all services unless otherwise noted.

Establish New Service (per order)	No Charge
Transfer Service (per order)	No Charge
Line Connection (per line)	No Charge
Line Change (per line)	No Charge
Change Telephone Number (per line)	No Charge
Record Order Change (per billing record change)	No Charge
Restoration of Service	No Charge

4.2 Local Exchange Service4.2.1. Business Line Service

Monthly Recurring Charge (per line)	\$25.00
Non-Recurring Charge (per line)	No Charge

4.2.2. SmartWave PRI Service

Monthly Recurring Charges

Standard Service (per circuit)	
Less than a 1 Year Term	Service Not Currently Available
1-Year Term or longer	Service Not Currently Available

Optional Features (per channel)

SmartWave TieLink Service – Local Channel	Service Not Currently Available
SmartWave TieLink Service – Long Distance Channel	Service Not Currently Available

Non-Recurring Charges

Standard Service (per circuit)	
Less than a 1 Year Term	Service Not Currently Available
1-Year Term or longer	Service Not Currently Available

Optional Features (per channel)

SmartWave TieLink Service – Local Channel	Service Not Currently Available
SmartWave TieLink Service – Long Distance Channel	Service Not Currently Available

SmartWave PRI Change Charge

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Terri B. Natoli

Vice President - Law and Regulatory

Teligent Services, Inc.

8065 Leesburg Pike, Suite 400

Vienna, Virginia 22182

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SECRETARY OF THE COMMISSION

Business Customer Local Exchange Services Tariff

SECTION 4 - RATES AND CHARGES

4.2 Local Exchange Service (Continued)4.2.3. Trunk Service

4.2.3.A. Analog Trunks

Monthly Recurring Charges (per trunk)

Basic (Non-DID) Service	\$25.00
DID Service	\$63.00
Two-Way DID Service	\$72.00

Non-Recurring Charges

Basic (Non-DID) Service	No Charge
DID Service	No Charge
Two-Way DID Service	No Charge

4.2.3.B. Digital Trunks

Monthly Recurring Charges

Digital Loop Charge (per trunk)	\$704.00
DID Charge (per channel)	\$11.00
Two-Way DID Charge (per channel)	\$21.00

Non-Recurring Charges

Digital Loop Charge (per trunk)	No Charge
DID Charge (per channel)	No Charge
Two-Way DID Charge (per channel)	No Charge

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Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
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SECTION 4 - RATES AND CHARGES

4.2 Local Exchange Service4.2.3. Trunk Service (Continued)

4.2.3.C. DID Number Blocks

Monthly Recurring Charges

One Number Block (per block)	\$0.50
Ten Number Block (per block)	\$2.00
100 Number Block (per block)	\$18.00

Non-Recurring Charges

One Number Block (per block)	No Charge
Ten Number Block (per block)	No Charge
100 Number Block (per block)	No Charge

4.2.4. Custom Calling Features

Monthly Recurring Charges

Three-Way Call Transfer	\$4.00
Caller Number Delivery	\$4.00
Caller ID	\$5.50
Base Rate Features	\$1.50
Universally Available Features	No Charge

Non-Recurring Charges

Service Order Charges (per order)	No Charge
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Multi-Feature Group Discount

<u>Number of Features</u>	<u>Discount</u>
2	\$1.00
3	\$1.50
4	\$2.00
5 or more	\$2.50

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Vice President - Law and Regulatory

Teligent Services, Inc.

8065 Leesburg Pike, Suite 400

Vienna, Virginia 22182

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Business Customer Local Exchange Services Tariff

SECTION 4 - RATES AND CHARGES

4.2 Local Exchange Service4.2.4. Custom Calling Features (Continued)

Multi-Feature Packages (per line/per month):

Deluxe	\$12.00
Enhanced	\$7.50
Basic	\$4.00

4.2.5. Hunting

Monthly Recurring Charge	No Charge
Non-Recurring Charge	No Charge

4.2.6. Class of Service

There is no charge to the Business Customer for Class of Service elections.

4.2.7. Monthly Subscriber Line Charge

Business Lines	\$ 5.00
Analog Trunks	\$ 5.00
Digital Trunks	\$120.00

4.3 Directory Services4.3.1. Directory Assistance

Directory Assistance (per call)

First 5 per month	No Charge
Each additional	\$0.40

Call Completion (in Addition to any Directory Assistance Charges)

Per Call	\$0.30
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SECTION 4 - RATES AND CHARGES

4.3 Directory Services (Continued)4.3.2 Telephone Directory Service (Monthly Recurring Charges)

Primary	No Charge
Additional Directory Listing	\$1.25
Additional Line of Information	\$1.00
Alternate Directory Listing	\$1.00
Foreign Main Listing	\$1.25
Foreign Additional Listing	\$1.25
Foreign Additional Line of Information	\$1.00
Foreign Alternate Directory Listing	\$1.00

Listed	No Charge
Nonlisted	No Charge
Nonpublished	No Charge

Gold/Vanity Numbers

Monthly recurring charge	\$7.00
Non-recurring set-up charge	No Charge

4.4. Operator Assisted Services4.4.1. Operator Handled Calling

Dialing Assistance	No Charge
Collect Calls	
Person-to-Person	\$2.98
Station-to-Station (Business Customer Dialed)	\$1.10
Third Party Billed Calls	\$1.10

4.4.2. Busy Line Verification and Line Interrupt Service

Busy Line Verification	No Charge
Busy Line Verification with Line Interrupt	No Charge

4.5. Emergency or 9-1-1 Telecommunications Service

There is no charge to the Business Customer for dial 9-1-1, however, the Business Customer will be responsible for any government imposed fees, charges, surcharges etc. that Teligent is required to impose on Business Customers.

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8065 Leesburg Pike, Suite 400 PURSUANT TO 807 KAR 5:011,

Vienna, Virginia 22182

SECTION 9 (1)

BY: Stephan D. Bue
CLERK OF THE COMMISSION

JUL 06 2000

Business Customer Local Exchange Services Tariff

SECTION 4 - RATES AND CHARGES

(Continued)

4.6. Teligent Discount Pricing Plan

4.6.1. Teligent offers Business Customers the option of taking service under the Teligent Discount Pricing Plan. All Business Customers will receive services offered under this plan for a Flat Monthly Recurring Charge, excluding taxes, fees, surcharges, Operator/Directory Assistance and 3rd Party Call charges. This plan is not available to any the Business Customer does not have a demonstrated usage history as evidenced by at least two months of representative invoices from another local exchange company nor does it apply to certain excluded services identified herein.

(N)

4.6.2. The Flat Monthly Recurring Charge will be calculated on a non-discriminatory basis to all similarly situated Business Customers. The Flat Monthly Recurring Charge will be the lower of (1) a percentage of the Incumbent Local Exchange Carrier's ("ILEC") calculated charges for the Customer's current local exchange services for all products and services to be provided by Teligent or (2) Customer's current charges for all products and services to be provided by Teligent. The Flat Monthly Recurring Charge will be based on the average of the Business Customer's two most recent monthly bills. The percentage used to calculate the Fixed Monthly Recurring Charge based on the ILEC's calculated charges will vary depending on the term commitment of the Customer:

Less than a 1-Year Term

80% (20% Discount)

1 Year Term or more

70% (30% Discount)

4.6.3. Additional Services - Business Customers have the option to purchase additional services during the term of their agreement. The additional services can be purchased at (1) Teligent's standard tariffed rates, or (2) if the customer elects to commit to the charges for additional services for the remaining months of their agreement, the customer may add additional services at a rate to be calculated pursuant to the methodology used to calculate the initial Flat Monthly Recurring Charge.

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Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
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Business Customer Local Exchange Services Tariff

SECTION 4 - RATES AND CHARGES

4.6. Teligent Discount Pricing Plan(Continued)

4.6.4. TERMINATION LIABILITY - BUSINESS CUSTOMERS SIGNING UP FOR SERVICE UNDER THE TELIGENT DISCOUNT PRICING PLAN UNDER A TERM AGREEMENT SHALL BE RESPONSIBLE FOR PAYING THE FLAT MONTHLY RECURRING CHARGES, SPECIFIED AT SIGN-UP, FOR THE DURATION OF THEIR SERVICE TERM. BUSINESS CUSTOMERS WHO REQUEST TO DISCONTINUE ALL OR A PORTION OF THEIR INITIAL SERVICE OR WHO ARE TERMINATED FOR CAUSE, INCLUDING NONPAYMENT OF CHARGES, PRIOR TO THE EXPIRATION DATE OF THE SERVICE TERM WILL BE RESPONSIBLE FOR PAYING THE FLAT MONTHLY RECURRING CHARGE EACH MONTH FOR THE MONTHS REMAINING IN THEIR TERM AGREEMENT, OR THE REMAINDER OF A MONTH IF ON A MONTH-TO-MONTH BASIS.

4.6.5. Promotional Offerings are not available in conjunction with the Teligent Discount Pricing Plan, unless otherwise specified.

4.6.6. SmartWave PRI is not available in conjunction with the Teligent Discount Pricing Plan. (N)

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SECTION 5 – PROMOTIONS AND DISCOUNTS5.1 General

Teligent may make promotional offerings of its tariffed services that may include reducing or waiving applicable charges of the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any Customer similarly classified who requests the specific offer.

5.2 Non-Regulated Promotions Involving Tariffed Services

From time-to-time, Teligent may conduct contests or other promotions such as described in this Section 8.0 which offers Customers of certain Teligent tariffed services certain unregulated, non-tariffed or non-communications related goods or services in connection with the particular contest or promotion. Under no circumstances will such an offering constitute a change in the rates charged to, or received from, the Customer of the Teligent tariffed service offering involved. Such services will continue to be provided to the end-user pursuant to applicable tariffed rates for such service specified herein. Should any offering of this nature involve a temporary change in the rate charged for a tariffed offering, *e.g.*, a monetary rebate, a cash prize, a credit on a subsequent month's bill or any other type of direct monetary consideration tied to usage of the Teligent tariffed offering, Teligent will separately tariff such promotion in accordance with Commission rules.

5.3 Teligent Site Sign-Up Credit5.3.1 Offering

Teligent's provision of service through its own facilities requires the use of microwave transmit/receive equipment that must be located on the rooftop of the Customer's premises. Teligent's microwave equipment cannot be installed on the rooftop without the consent of the building owner(s) and/or property manager(s). As an incentive to the Customer for its assistance in obtaining necessary access to install Teligent's facilities, including rooftop space for Teligent's equipment, Teligent will issue Customer a Site Sign-Up Credit.

5.3.2 Amount of Incentive

All Customers are eligible for a \$1000 Credit. The amount of the credit shall be increased to one of the following levels when it is determined by Teligent that the customer meets at least one of the factors associated with each credit amount.

1. If the total building square footage is less than 1,500,000 square feet
2. If the number of potential tenants in the building is less than 5.
3. If the number of lines in the building is less than 25.

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Terri B. Natoli
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Teligent Services, Inc.
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\$5,000 Credit

1. If the total building square footage is equal to or greater than 1,500,000 square feet, but less than 2,000,000 square feet
2. If the number of potential tenants in the building is equal to or greater than 5, but less than 50.
3. If the number of lines in the building is equal to or greater than 25, but less than 250.

\$10,000 Credit

1. If the total building square footage is equal to or greater than 2,000,000 square feet
2. If the number of potential tenants in the building is equal to or greater than 50.
3. If the number of lines in the building is equal to or greater than 250

5.3.3 Conditions - In order to receive the Site Sign-up Credit the following conditions must be met:

1. Customer must be the building owner or property manager of the building where Teligent's equipment is located.
2. Customer must be located in the building where Teligent's equipment is located.
3. Customer must cooperate with Teligent in acquiring the necessary access.
4. In order to receive the \$2500, \$5000 or \$10,000 Site Sign-up Credit, Teligent must enter into at least a three (3) year lease with the building owner and/or property manager for the necessary for access.
5. Teligent's equipment must be installed and properly functioning.

5.3.4 Restrictions

1. Only one Site Sign-up Credit will be issued per building.
2. The Site Sign-up Credit shall not be transferred to another customer, divided or otherwise allocated between multiple customers.
3. A Customer is entitled to only one Site Sign-up Credit for all services it receives. That is, a Customer that receives the Site Sign-up Credit under this tariff cannot also get a Site Sign-up Credit for non-tariffed services (internet) and/or services provided under another state or federal tariff.
4. The Site Sign-up Credit will be in the form of a one time credit, applied to the Customer's first bill. Any unused credit can be carried forward indefinitely until used. If the Customer discontinues taking Teligent's services before the credit is completely applied, however, the remaining credit is forfeited and will not be refunded to the Customer.
[NEW LANGUAGE STARTS AFTER THE WORD "APPLIED"]

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Terri B. NatoliV.P., Regulatory Affairs and Public Policy
Teligent Services, Inc.
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Vienna, Virginia 22182PUBLIC SERVICE COMMISSION
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Business Customer Local Exchange Services Tariff

5.4. Teligent Site Coupon Promotion.5.4.1. Offering.

For the period March 27, 2001 through and including June 30, 2001, for each calendar month in which service is activated to a new customer by Teligent at the Customer's premises, currently-activated Customers will be given, within 60 days, a \$50 coupon that may be used in whole or in part toward the Customer's bill for Local Exchange Service.

5.4.2. Value of Coupon.

5.4.2.1. Coupon may be exercised to receive \$50 credit toward the Customer's bill for Local Exchange Service.

5.4.2.2. To the extent that coupon value exceeds the Customer's Local Exchange Service charges for the month's bill to which the coupon is applied, the remainder of the coupon value will be applied to other Teligent services appearing on the Customer's bill, as permitted and described in the any appropriate tariffs for such service. To the extent that coupon value remains after this, the remainder will be carried forward for application to the next month's bill.

5.4.3. Conditions.

5.4.3.1. The Customer must be receiving Local Exchange Service from Teligent at the time of the new customer's service activation.

5.4.3.2. Teligent-owned equipment used to serve multiple customers must already be located at customer's premises for the Customer to be eligible. Information regarding whether such equipment is located on a specific premise may be obtained by contacting the Teligent Business Office.

5.4.4. Restrictions.

5.4.4.1. The Customer may earn a maximum of one coupon per calendar month.

5.4.4.2. The Customer may submit only one coupon per invoice

5.4.4.3. Coupons expire June 30, 2002.

5.4.4.D. Coupons are not transferable.

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V.P., Regulatory Affairs and Public Policy

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8065 Leesburg Pike, Suite 400

Vienna, Virginia 22182

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5.5. Teligent 2Q2001 Promotions.

(N)

5.5.1. New Local Exchange Service Customer Promotion.

5.5.1.A. Offering – For the period April 1, 2001 through and including June 30, 2001, Customers who sign up for Teligent Local Exchange Service will receive a credit equal to two, or four times its first month's local exchange service charges. In addition, Customers that sign up for Teligent's DSL or Dedicated Internet Access service will receive an additional credit equal to one month of its credit local exchange service charges. The amount of the credit shall be based on the length of the term and services that the Customer elects to purchase. For purposes of this promotion, one month of credit will equal 30 calendar days.

5.5.1.B. Conditions – In order to receive the credit, the following conditions must be met:

5.5.1.B.1. The Customer must submit a Service Application between April 1, 2001 and June 30, 2001; and

5.5.1.B.2. The Customer cannot be an existing Teligent Local Exchange Service customer.

5.5.1.C. Restrictions

5.5.1.C.1. If the Customer cancels services or if the Customer's service is terminated for cause, including nonpayment of charges, before the time the credit is to otherwise be applied, the credit shall be forfeited and will not be refunded to the Customer.

5.5.1.C.2. If the credit exceeds the Customer's charges otherwise appearing on the bill against which the credit is applied the balance of the credit shall be forfeited and will not be refunded to the Customer.

5.5.1.C.3. Under no circumstances will the credit be refunded to the Customer.

(N)

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5.5.1.D. Amount of Credit – The Customer will receive two to five times its first month's charges based on the term of service the Customer elects to purchase:

(N)

5.5.1.D.1. One-Year Term – If the Customer subscribes to both Teligent's Local Exchange and Long Distance services for one-year terms, the Customer shall receive a credit equal to two times its first month's local exchange service charges. The credit will be applied in two equal parts, one each on the Customer's 11th and 12th bills following initiation of local exchange service. If the Customer subscribes to (a) Teligent's Local Exchange, (b) Teligent's Long Distance, and (c) Teligent's DSL or Dedicated Internet Access services for one-year terms, the Customer shall receive a credit equal to three times its first month's local exchange service charges. The credit will be applied in three equal parts, one each on the Customer's 10th, 11th and 12th bills following initiation of local exchange service.

5.5.1.D.2. Two-Year Term – If the Customer subscribes to both Teligent's Local Exchange and Long Distance services for two-year terms, the Customer shall receive a credit equal to four times its first month's local exchange service charges. The credit will be applied in four equal parts, one each on the Customer's 11th, 12th, 23rd and 24th bills, following initiation of local exchange service. If the Customer subscribes to (a) Teligent's Local Exchange, (b) Teligent's Long Distance, and (c) Teligent's DSL or Dedicated Internet Access services for two-year terms, the Customer shall receive a credit equal to five times its first month's local exchange service charges. The credit will be applied in five equal parts, one each on the Customer's 10th, 11th, 12th, 23rd and 24th bills, following initiation of local exchange service.

5.5.2. Promotion For Existing Local Exchange Customers Adding Data Service.

5.5.2.A. Offering – For the period April 1, 2001 through and including June 30, 2001, existing Local Customers who sign up for Teligent's DSL or Dedicated Internet Access Service will receive a credit equal to the Customer's local exchange service charges for the month in which the customer signed up for Teligent's DSL or Dedicated Internet Access Service. For purposes of this promotion, one month of credit will equal 30 calendar days.

5.5.2.B. Conditions – In order to receive the credit, the following conditions must be met:

5.5.2.B.1. The Customer must submit a Service Application for DSL or Dedicated Internet Access Service between April 1, 2001 and June 30, 2001; and

5.5.2.B.2. The Customer cannot be an existing DSL or Dedicated Internet Access Service customer.

(N)

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Terri B. Natoli
V.P., Regulatory Affairs and Public Policy
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182

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5.5.2.C. Restrictions

- 5.5.2.C.1. If the Customer cancels Local or Data service or if the Customer's Local or Data service is terminated for cause, including nonpayment of charges, before the time the credit is to otherwise be applied, the credit shall be forfeited and will not be refunded to the Customer.
- 5.5.2.C.2. If the credit exceeds the Customer's charges otherwise appearing on the bill against which the credit is applied the balance of the credit shall be forfeited and will not be refunded to the Customer.
- 5.5.2.C.3. Under no circumstances will the credit be refunded to the Customer.

5.5.2.D. Amount of Credit – The credit will be applied on the Customer's 10th bill, following initiation of the Customer's DSL or Dedicated Internet Access service.

(N)

(N)

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